



**CITY OF ILWACO  
CITY COUNCIL MEETING**

**Tuesday, November 12, 2013**

**6:00 p.m. REGULAR COUNCIL MEETING  
AGENDA**

**A. Call to order**

**B. Flag Salute**

**C. Roll Call**

**D. Approval of Agenda**

**E. Consent Agenda**

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

1. Approval of Minutes (TAB 1)
  - a. October 25, 2014, Special Meeting: Grant application for Transportation Alternatives Program
  - b. October 28, 2013, Budget Workshop
  - c. October 28, 2013, Regular Meeting
  - d. October 29, 2013, Water System Discussion
2. Claims & Vouchers (TAB 2)
  - a. Checks: 35910 to 35918 + Electronic\$ 30,897.92
  - b. Checks: 35920 to 35966 \$ 555,841.47
  - GRAND TOTAL: \$ 586,739.39

**F. Reports**

1. Staff Reports (TAB 3)
  - a. Police chief's report for October 2013
2. Council Reports
3. Mayor's Report

**G. Comments of Citizens and Guests Present**

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

## H. Public Hearing

1. 2013 Property Tax Levy
2. ~~Application for DOE Revolving Fund Loan Agreement for Sahalee Sewer Improvement—Cassinelli~~ *Cancelled. Public meeting deferred to workshop at 4:00 p.m. on November 18, 2013.*

## I. Business

1. Ordinance establishing 2014 Property Tax Levy and Certification—Cassinelli (TAB 4)
2. Ordinance establishing 2014 Pay Table—Cassinelli (TAB 5)
3. Contract for technical services with EDC—Cassinelli (TAB 6)
4. Change order for City Center Reservoir—Cassinelli (TAB 7)
5. Ordinance adopting moratorium prohibiting the production, processing and retail sales of recreational marijuana—Forner (TAB 8)

## J. Discussion

1. Shoreline Master Program Grant Agreement—Cassinelli (TAB 9)
2. Resolution amending the fee schedule for the 2014 utility rates and connection charges—Cassinelli (TAB 10)
3. 2014 Budget Ordinance—Cassinelli (TAB 11)
4. 2013 Second Budget Amendment Ordinance—Cassinelli (TAB 12)
5. Contract completion watershed culvert project—Cassinelli (TAB 13)

## K. Correspondence and Written Reports (TAB 14)

1. Parks and Recreation Commission Workshop Minutes for October 29, 2013

## L. Future Discussion/Agendas

1. Restriping Brumbach Avenue—Jensen/Forner
2. Amended Procedures Ordinance—City Planner

## N. Adjournment

## O. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Tuesday Monday	11/12/13 11/25/13	6:00 p.m.	Community Building
City Council	Workshop: Sahalee sewer improvements	Monday	11/18/13	4:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Friday	11/08/13	4:30 p.m.	Community Building
Planning Commission	Regular Meeting (meetings subject to cancellation if there is no business to transact)	Tuesday	11/19/13	6:00 p.m.	Community Building
Port/City Council Meeting	Regular Meeting	Wednesday	11/13/13	6:00 p.m.	Port Meeting Room





**CITY COUNCIL  
Special Council Meeting  
Friday, October 25, 2013**

**A. Call to Order**

Mayor Cassinelli opened the special meeting at 4:06 p.m.

**B. Roll Call**

Councilmembers: Gary Forner, David Jensen, Fred Marshall (arrived at 4:14) and Vinessa Mulnix.

Treasurer Elaine McMillan.

**C. Business**

**1. Transportation Alternatives Program application for Trail from City Park to Cook's Hill Overlook**

**ACTION:** Motion to authorize the mayor to submit the Transportation Alternatives Program application to the Southwest Washington Regional Transportation Planning Organization for the Discovery Trail east extension. (Jensen/Forner). 4 Ayes 0 Nays 0 Abstain.

**D. Adjournment: Motion to adjourn at 4:20 p.m.**

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Mike Cassinelli, Mayor

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Elaine McMillan, Treasurer



**CITY OF ILWACO  
CITY COUNCIL WORKSHOP – 2014 Budget  
Monday, October 28, 2013**

**A. Call to Order**

Mayor Cassinelli called the workshop to order at 5:05 p.m.

**B. Present: Councilmembers: Vinessa Mulinix, Gary Forner, David Jensen, Jon Chambreau, Fred Marshall and Treasurer Elaine McMillan.**

**C. Discussion**

Treasurer Elaine McMillan advised that the Marketing committee had decided to leave the lodging tax allocations as they had been previously presented and the Port of Ilwaco had been awarded PCOG funds that they were contributing to the Elizabeth project which had been adjusted in the budget. Councilmember Mulinix discussed with the council Christmas lights and the preference for the city to purchase white lights. The council discussed the issue of side sewers and the need to develop an inventory of them to better assess the situation. They would also like to find out what other cities have done. The mayor agreed to have an inventory created.

**D. Adjournment**

Mayor Cassinelli adjourned the workshop at 5:54 p.m.

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Mike Cassinelli, Mayor

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Elaine McMillan, Treasurer



**CITY OF ILWACO  
CITY COUNCIL MEETING  
Monday, October 28, 2013**

**A. Call to Order**

Mayor Cassinelli called the meeting to order at 6:00 p.m.

**B. Flag Salute**

The Pledge of Allegiance was recited.

**C. Roll Call**

Present: Mayor Cassinelli and Councilmembers Jensen, Mulinix, Marshall, Chambreau and Forner.

**D. Approval of Agenda**

Councilmember Forner requested a discussion item be added for a moratorium prohibiting the production, processing and retail sales of recreational marijuana.

**ACTION: Motion to approve agenda as amended (Forner/Marshall). 5 Ayes 0 Nays 0 Abstain.**

**E. Approval of Consent Agenda**

Including Checks 35885 to 35887 + electronic totaling \$16,837.48 and Checks 35888 to 35909 totaling \$40,634.19.

**ACTION: Motion to approve the consent agenda (Mulinix/Forner).**

**5 Ayes 0 Nays 0 Abstain.**

**F. Reports**

**1. Staff Reports**

- a. Fire Secretary Gary Forner reported that the fire rating bureau completed their review and Ilwaco would remain at a rating of 6.
- b. Planning Commissioner Ed Ahlers reported the commission continues to look for new members.
- c. Treasurer Elaine McMillan provided a written report.

**2. Council Reports**

- a. Councilmember Mulinix attended budget workshops, lodging tax meetings and the American Legion dinner.
- b. Councilmember Marshall discussed his investigation of revitalization projects and concern regarding the Planning Commission membership.
- c. Councilmember Forner attended the lodging tax meetings and American Legion dinner, which included Fire Captain John Grocott being honored as the city's fire fighter of the year.



### **3. Mayor's Report**

Mayor Cassinelli reported on the great comments he had received on the work done by Dave McKee with the city's boom mower. He had attended PCOG and SMP meetings and the American Legion dinner.

### **G. Comments of Citizens and Guests Present**

1. John Thompson spoke about stormwater issues on his property. He will also put the mayor in contact with people that are interested in revitalization efforts in the city.
2. Diane Zimmerman explained how trees in the green belt near her home on Delta Way had been cut down. She would like to replace them with trees that will assist with the drainage issues.

### **H. Public Hearings**

1. **Surplus public utility property:** Mayor Cassinelli opened the hearing at 6:23 p.m. and requested comment on the list of surplus items. With no comments being offered he closed the hearing at 6:24 p.m..
2. **Restriping Brumbach Avenue:** Mayor Cassinelli opened the hearing at 6:35 p.m. Christine Jensen requested that the striping on Brumbach between Cedar and Fir be changed as the city or residents were not notified before the changes were made. She believes there was an engineering error that needs to be corrected. Amy Huntley noted that the street is finally straight with the new striping. She stated that the striping has made the ingress and egress to the school safer. Jensen's hedges are in the right of way and should be removed to provide his residential parking. Because the parking in that area has been limited to residential parking, the change to the striping would only be for the benefit of the Jensen's. Delivery trucks and buses have found it difficult to maneuver with cars parked in the road way. Billy Rogers commented that the Jensen's were able to park there prior to the striping being added, and he would want it fixed. He noted that the cars passing behind the school as if it is a roadway are dangerous. Sean Stern recommended the Jensen's hedge be removed to save the city some money. The mayor closed the hearing at 6:50 p.m.

### **I. Business**

1. **Authorize the treasurer to dispose of surplus property per the policy**  
**ACTION:** Motion to adopt the proposed resolution authorizing the treasurer to dispose of the Exhibit A Surplus Property listing dated October 28, 2013, per the Surplus policy (Mulinix/Marshall). 5 Ayes 0 Nays 0 Abstain.
2. **Wilson auxiliary dwelling unit variance**  
**ACTION:** Motion to approve the variance for Della and James Wilson for 1809 State Route 101 based on the recommendations of the city planner and changes made tonight (Forner/Chambreau). 5 Ayes 0 Nays 0 Abstain.

### **H. Discussion**

1. **Restriping Brumbach Avenue**  
Councilmember Marshall stated that there should be a contract offered along with the specifications. If there were, he stated that the contract would only be to the Jensen's benefit. He felt the issue was a conflict of interest. He could not see how the city would

benefit from the proposed change as the right of way was not the Jensen's to lose. Councilmember Jensen stated that parking was previously allowed. The engineer had not considered this, and he just wanted it back to how it was. Councilmember Chambreau felt the issue is not whether it benefits the Jensen, but whether people are going to park there. Councilmember Marshall discussed adding a white line at the top of Brumbach to delineate the travel lane from any parking area. Mayor Cassinelli agreed to research the cost of adding the fog line at the top of Brumbach and the cost to move the center line if Jensen's cut their hedge back only requiring the change to be one foot. He will discuss with the school making the exit to the school parking lot one way.

**ACTION: To be discussed at a future meeting with additional information.**

**2. Wilson auxiliary dwelling unit variance**

The council discussed the recommendations with Planning Commissioner Ahlers. Councilmember Jensen questioned why it was a variance versus a conditional use. He felt there was no need to rush the issues passage by the council. Councilmember Chambreau questioned whether there was one utility connection or two on the property.

**ACTION: Motion to change the conditions of the variance to delete the five words at the end of condition #4 and insert "a new variance" and to delete the second sentence of condition #5 (Marshall/Chambreau). 5 Ayes 0 Nays 0 Abstain.**

**ACTION: Motion to move item to Business (Forner/Chambreau) 4 Ayes 1 Nays (Jensen) 0 Abstain.**

**3. Ordinance Establishing 2014 Property Tax Levy and Certification**

**ACTION: Move to Business at next meeting.**

**4. Ordinance Establishing 2014 Pay Table**

**ACTION: Move to Business at next meeting.**

**5. Contract for technical services with EDC**

**ACTION: Move to Business at next meeting.**

**6. Change Order for City Center Reservoir**

There was brief discussion about the fence being in the original plans.

**ACTION: Move to Business at next meeting.**

**7. Marijuana Moratorium**

The council discussed what they wanted to occur if the moratorium was issued.

**ACTION: Move to Business at next meeting.**

**8. Utility Connections as they related to auxiliary dwelling units**

Councilmember Marshall discussed the legislation passed when the new sewer rates were implemented that required new units have sewer connections. He felt an auxiliary dwelling would require a connection.

**I. Adjournment**

**ACTION: Motion to adjourn the meeting (Jensen).** Mayor Cassinelli adjourned the meeting at 8:18 p.m.

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Mike Cassinelli, Mayor

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Elaine McMillan, Treasurer





**CITY OF ILWACO**  
**Water System Discussion**  
**Tuesday, October 29, 2013**

**A. Call to Order**

Mayor Cassinelli called the workshop to order at 1:30 p.m.

- B. Present:** Councilmembers: David Jensen and Gary Forner; City Engineer Nancy Lockett, Gray & Osborne; Cathi Read, Department of Commerce; Teresa Walker (via phone), Department of Health; Water Plant Operators, Daryl Gardner and Dennis Schweizer; Public Works, Dave McKee; Citizens: Gail Moore; Treasurer Elaine McMillan, and Mark Mazeski, Department of Health.

**C. Discussion**

1. Status report on projects – Nancy reported that the bids were high on the backwash basin project. Changes will be made and sent to Teresa before the project is re-bid in the spring. The Indian Creek reservoir should be completed next week. The site work has been done at the City Center reservoir with the tank being installed in January. Daryl raised concerns regarding the capacity of the pumps to get water to town. The bid documents will be sent to Teresa in November for the water filter project. There was question as to whether the contact time calculations were complete. There was no information to report on the slide damage. The culvert replacement project is complete in the watershed. Elaine is working with Kitty to utilize the remaining funds for planning in the watershed.
2. Water Distribution System – A new meter that has been installed at the Indian Creek reservoir will be used to monitor produced water and compare to sold for the unaccounted for water calculation. Dave McKee reported that Garrett from BMI is to be down on November 15<sup>th</sup> to further work on the Eagle's Nest backflow devise issue.
3. Next meeting: Tuesday, March 4, 2013, at 1:00 p.m.

**D. Adjournment**

Mayor Cassinelli adjourned the workshop at 2:30 p.m.

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Mike Cassinelli, Mayor

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Elaine McMillan, Treasurer





## Register

MEMBER	NAME	PRINT DATE	CLEARING DATE	AMOUNT
<b>Bank of the Pacific</b>	<b>8023281</b>			
<b>Check</b>				
<u>35920</u>	A & E Security Solutions, Inc.	11/12/2013		\$568.65
<u>35921</u>	ABECO Office Systems	11/12/2013		\$62.36
<u>35922</u>	Active Enterprises/petro.	11/12/2013		\$313.31
<u>35923</u>	Alsco-American Linen Div.	11/12/2013		\$61.62
<u>35924</u>	Andy Petit	11/12/2013		\$400.00
<u>35925</u>	Beach Batteries, Inc	11/12/2013		\$256.48
<u>35926</u>	Chinook Observer	11/12/2013		\$93.60
<u>35927</u>	City of Ilwaco	11/12/2013		\$2,648.85
<u>35928</u>	Clackamas Construction, Inc.	11/12/2013		\$76,647.49
<u>35929</u>	Columbia Steel Supply	11/12/2013		\$190.12
<u>35930</u>	CREST	11/12/2013		\$300.00
<u>35931</u>	Dennis CO	11/12/2013		\$882.67
<u>35932</u>	Englund Marine Supply Inc	11/12/2013		\$695.98
<u>35933</u>	Gray & Osborne, Inc.	11/12/2013		\$46,137.26
<u>35934</u>	HD Fowler Company	11/12/2013		\$5,436.58
<u>35935</u>	Heather Reynolds, Attorney	11/12/2013		\$306.00
<u>35936</u>	IFOCUS Consulting Inc.	11/12/2013		\$412.50
<u>35937</u>	L N Curtis & Sons	11/12/2013		\$98.10
<u>35938</u>	Lawson Products	11/12/2013		\$493.35
<u>35939</u>	LEAF	11/12/2013		\$129.88
<u>35940</u>	Lindstrom & Son Construction Inc.	11/12/2013		\$4,794.69
<u>35941</u>	Mt. Baker Silo	11/12/2013		\$208,067.20
<u>35942</u>	Naselle Rock & Asphalt	11/12/2013		\$69.55
<u>35943</u>	Oman & Son	11/12/2013		\$87.74
<u>35944</u>	One Call Concepts, Inc.	11/12/2013		\$26.29
<u>35945</u>	Pacific CO Auditor	11/12/2013		\$72.00
<u>35946</u>	Pacific CO Sheriff Office	11/12/2013		\$1,438.25
<u>35947</u>	Peninsula Sanitation Service, Inc.	11/12/2013		\$476.49
<u>35948</u>	Purchase Power	11/12/2013		\$499.47
<u>35949</u>	Sid's IGA	11/12/2013		\$38.51
<u>35950</u>	Tangly Cottage Gardening	11/12/2013		\$194.04
<u>35951</u>	Tire Hut	11/12/2013		\$200.40
<u>35952</u>	Verizon Wireless	11/12/2013		\$183.03
<u>35953</u>	Vision Municipal Solutions, Llc	11/12/2013		\$355.38
<u>35954</u>	WA State Dept. of Ecology	11/12/2013		\$30.00
<u>35955</u>	WA State Treasurer	11/12/2013		\$2,826.68
<u>35956</u>	Wilcox & Flegel Oil Co.	11/12/2013		\$82.36
<u>35957</u>	Williams, Thomas R	11/12/2013		\$41.50
<u>35958</u>	Sunset Auto Parts Inc.	11/12/2013		\$432.29
<u>35959</u>	WA State Dept. of Ecology *	11/12/2013		\$2,359.44
<u>35960</u>	John Deere Financial	11/12/2013		\$1,088.71
<u>35961</u>	McMillan, Elaine	11/12/2013		\$277.31
<u>35962</u>	Pacific CO Auditor	11/12/2013		\$72.00
<u>35963</u>	Rognlin's, Inc	11/12/2013		\$195,320.77
<u>35964</u>	Sunset Auto Parts Inc.	11/12/2013		\$81.78
<u>35965</u>	Discovery Benefits	11/12/2013		\$10.50
<u>35966</u>	Visa	11/12/2013		\$580.29

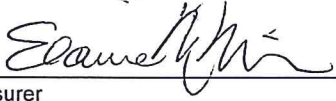
Total Check	\$555,841.47
Total 8023281	\$555,841.47
Grand Total	\$555,841.47

CERTIFICATION

We, the undersigned do hereby certify under penalty of perjury that the material have been furnished, the services rendered or the labor performed that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. The voucher numbers 35920 through 35964 are approved for payment in the amount of: \$555,841.47

This 12<sup>th</sup> day of November, 2013

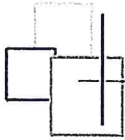
Council member



Treasurer

Council member

Council member



## Voucher Directory

VENDOR	NUMBER	REFERENCE	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
<b>A &amp; E Security Solutions, Inc.</b>					
	35920	2013 - November - First meeting			
		Invoice - 11/5/2013 12:07:35 PM			
		114689			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$113.73
		001-000-000-522-10-31-00	Office & Operating Supplies		\$113.73
		101-000-000-543-30-30-00	Office And Operating		\$113.73
		401-000-000-534-00-31-00	Operation & Maintenance		\$113.73
		409-000-000-535-00-31-01	Operations And Maintenance		\$113.73
		Total Invoice - 11/5/2013 12:07:35 PM			
					\$568.65
	Total 35920				\$568.65
<b>Total A &amp; E Security Solutions, Inc.</b>					
<b>ABECO Office Systems</b>					
	35921	2013 - November - First meeting			
		Invoice - 11/4/2013 4:19:21 PM			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$15.59
		101-000-000-543-30-30-00	Office And Operating		\$15.59
		401-000-000-534-00-31-00	Operation & Maintenance		\$15.59
		409-000-000-535-00-31-01	Operations And Maintenance		\$15.59
		Total Invoice - 11/4/2013 4:19:21 PM			
					\$62.36
	Total 35921				\$62.36
<b>Total ABECO Office Systems</b>					
<b>Active Enterprises/petro.</b>					
	35922	2013 - November - First meeting			
		Invoice - 11/4/2013 4:25:39 PM			
		182743			
		001-000-000-571-50-40-01	Community Bldg Other-Mntc		\$313.31
		Total Invoice - 11/4/2013 4:25:39 PM			
					\$313.31
	Total 35922				\$313.31
<b>Total Active Enterprises/petro.</b>					
<b>Alsco-American Linen Div.</b>					
	35923	2013 - November - First meeting			
		Invoice - 11/4/2013 4:27:28 PM			
		LPOR1059157			
		001-000-000-576-80-31-00	Office & Operating Supplies		\$8.08
		101-000-000-543-30-30-00	Office And Operating		\$8.08
		401-000-000-534-00-31-00	Operation & Maintenance		\$8.08
		409-000-000-535-00-31-01	Operations And Maintenance		\$8.07
		Total Invoice - 11/4/2013 4:27:28 PM			
					\$32.31
		Invoice - 11/4/2013 4:27:50 PM			
		LPOR1069328			
		001-000-000-576-80-31-00	Office & Operating Supplies		\$7.33
		101-000-000-543-30-30-00	Office And Operating		\$7.33
		401-000-000-534-00-31-00	Operation & Maintenance		\$7.33
		409-000-000-535-00-31-01	Operations And Maintenance		\$7.32
		Total Invoice - 11/4/2013 4:27:50 PM			
					\$29.31
	Total 35923				\$61.62
<b>Total Alsco-American Linen Div.</b>					
<b>Andy Petit</b>					
	35924	2013 - November - First meeting			
		Invoice - 11/4/2013 4:30:21 PM			
		tree removal			
		001-000-000-576-80-48-00	Repairs & Maintenance		\$400.00
		Total Invoice - 11/4/2013 4:30:21 PM			
					\$400.00
	Total 35924				\$400.00
<b>Total Andy Petit</b>					
<b>Beach Batteries, Inc</b>					
	35925	2013 - November - First meeting			
		Invoice - 11/5/2013 4:35:44 PM			
		27849			
		001-000-000-571-50-40-01	Community Bldg Other-Mntc		\$256.48
		Total Invoice - 11/5/2013 4:35:44 PM			
					\$256.48
	Total 35925				\$256.48
<b>Total Beach Batteries, Inc</b>					
<b>Chinook Observer</b>					
	35926	2013 - November - First meeting			
		Invoice - 11/4/2013 4:31:22 PM			
		382-13			
		001-000-000-511-30-44-00	Official Publications		\$32.40







Voucher(s)	Amount	Description	Account Number	Disposal Date(s)	Amount
<b>Total 35937</b>					<b>\$98.10</b>
<b>Total L N Curtis &amp; Sons</b>					<b>\$98.10</b>
<b>Lawson Products</b>					
35938		2013 - November - First meeting			
		Invoice - 11/5/2013 11:57:32 AM			
		9302009228			
		001-000-000-576-80-31-00	Office & Operating Supplies		\$123.33
		401-000-000-534-00-31-00	Operation & Maintenance		\$123.34
		408-000-000-531-38-31-01	Operations & Maintenance		\$123.34
		409-000-000-535-00-31-01	Operations And Maintenance		\$123.34
		<b>Total Invoice - 11/5/2013 11:57:32 AM</b>			<b>\$493.35</b>
<b>Total 35938</b>					<b>\$493.35</b>
<b>Total Lawson Products</b>					<b>\$493.35</b>
<b>LEAF</b>					
35939		2013 - November - First meeting			
		Invoice - 11/4/2013 5:09:14 PM			
		4686168			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$22.08
		001-000-000-522-10-31-00	Office & Operating Supplies		\$20.78
		101-000-000-543-30-30-00	Office And Operating		\$22.08
		401-000-000-534-00-31-00	Operation & Maintenance		\$22.08
		408-000-000-531-38-31-01	Operations & Maintenance		\$20.78
		409-000-000-535-00-31-01	Operations And Maintenance		\$22.08
		<b>Total Invoice - 11/4/2013 5:09:14 PM</b>			<b>\$129.88</b>
<b>Total 35939</b>					<b>\$129.88</b>
<b>Total LEAF</b>					<b>\$129.88</b>
<b>Lindstrom &amp; Son Construction Inc.</b>					
35940		2013 - November - First meeting			
		Invoice - 11/5/2013 11:59:49 AM			
		final payment			
		401-000-000-594-34-62-02	Construction - Distribution		\$4,794.69
		<b>Total Invoice - 11/5/2013 11:59:49 AM</b>			<b>\$4,794.69</b>
<b>Total 35940</b>					<b>\$4,794.69</b>
<b>Total Lindstrom &amp; Son Construction Inc.</b>					<b>\$4,794.69</b>
<b>McMillan, Elaine</b>					
35961		2013 - November - First meeting			
		Invoice - 11/6/2013 12:06:58 PM			
		travel to Wenatchee and South Bend			
		001-000-000-514-20-43-00	Travel/meals/lodging		\$277.31
		<b>Total Invoice - 11/6/2013 12:06:58 PM</b>			<b>\$277.31</b>
<b>Total 35961</b>					<b>\$277.31</b>
<b>Total McMillan, Elaine</b>					<b>\$277.31</b>
<b>Mt. Baker Silo</b>					
35941		2013 - November - First meeting			
		Invoice - 11/4/2013 5:10:56 PM			
		#2			
		401-000-000-594-00-62-00	Construction Project -Resvoir		\$208,067.20
		<b>Total Invoice - 11/4/2013 5:10:56 PM</b>			<b>\$208,067.20</b>
<b>Total 35941</b>					<b>\$208,067.20</b>
<b>Total Mt. Baker Silo</b>					<b>\$208,067.20</b>
<b>Naselle Rock &amp; Asphalt</b>					
35942		2013 - November - First meeting			
		Invoice - 11/5/2013 4:34:08 PM			
		23682			
		401-000-000-534-00-48-01	Water Line Replacement		\$69.55
		<b>Total Invoice - 11/5/2013 4:34:08 PM</b>			<b>\$69.55</b>
<b>Total 35942</b>					<b>\$69.55</b>
<b>Total Naselle Rock &amp; Asphalt</b>					<b>\$69.55</b>
<b>Oman &amp; Son</b>					
35943		2013 - November - First meeting			
		Invoice - 11/5/2013 12:46:36 PM			
		Oct 2013			
		101-000-000-543-30-30-00	Office And Operating		\$45.24
		401-000-000-534-00-31-00	Operation & Maintenance		\$42.50
		<b>Total Invoice - 11/5/2013 12:46:36 PM</b>			<b>\$87.74</b>
<b>Total 35943</b>					<b>\$87.74</b>
<b>Total Oman &amp; Son</b>					<b>\$87.74</b>
<b>One Call Concepts, Inc.</b>					
35944		2013 - November - First meeting			
		Invoice - 11/5/2013 12:14:09 PM			
		3109073			
		101-000-000-543-30-30-00	Office And Operating		\$8.76
		401-000-000-534-00-31-00	Operation & Maintenance		\$8.77
		409-000-000-535-00-31-01	Operations And Maintenance		\$8.76
		<b>Total Invoice - 11/5/2013 12:14:09 PM</b>			<b>\$26.29</b>
<b>Total 35944</b>					<b>\$26.29</b>
<b>Total One Call Concepts, Inc.</b>					<b>\$26.29</b>
<b>Pacific CO Auditor</b>					
35945		2013 - November - First meeting			
		Invoice - 11/5/2013 12:14:39 PM			



Vendor	Account Number	Description	Amount	Balance
		release Huddleston lien		
	401-000-000-534-00-31-06	Office & Customer Service	\$72.00	
	Total Invoice - 11/5/2013 12:14:39 PM		\$72.00	
Total 35945			\$72.00	
35962		2013 - November - First meeting		
	Invoice - 11/6/2013 12:18:36 PM			
	Edwards lien			
	401-000-000-534-00-31-00	Operation & Maintenance	\$72.00	
	Total Invoice - 11/6/2013 12:18:36 PM		\$72.00	
Total 35962			\$72.00	
Total Pacific CO Auditor			\$144.00	
Pacific CO Sheriff Office				
35946		2013 - November - First meeting		
	Invoice - 11/5/2013 12:20:26 PM			
	2013-0401			
	001-000-000-525-60-51-00	Emergency Services Program	\$1,438.25	
	Total Invoice - 11/5/2013 12:20:26 PM		\$1,438.25	
Total 35946			\$1,438.25	
Total Pacific CO Sheriff Office			\$1,438.25	
Peninsula Sanitation Service, Inc.				
35947		2013 - November - First meeting		
	Invoice - 11/5/2013 12:19:33 PM			
	001-000-000-514-20-47-01	Garbage Bills	\$285.22	
	409-000-000-535-00-47-04	Garbage Services	\$191.27	
	Total Invoice - 11/5/2013 12:19:33 PM		\$476.49	
Total 35947			\$476.49	
Total Peninsula Sanitation Service, Inc.			\$476.49	
Purchase Power				
35948		2013 - November - First meeting		
	Invoice - 11/5/2013 12:27:18 PM			
	001-000-000-514-20-31-00	Office & Operating Supplies	\$124.87	
	401-000-000-534-00-31-06	Office & Customer Service	\$124.86	
	408-000-000-531-38-31-01	Operations & Maintenance	\$124.87	
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$124.87	
	Total Invoice - 11/5/2013 12:27:18 PM		\$499.47	
Total 35948			\$499.47	
Total Purchase Power			\$499.47	
Rognlin's, Inc				
35963		2013 - November - First meeting		
	Invoice - 11/6/2013 11:59:01 AM			
	#4			
	101-000-000-595-30-65-00	Roadway Construction	\$1,265.00	
	409-000-000-594-63-35-03	First Avenue Sewer Line -	\$194,055.77	
	Total Invoice - 11/6/2013 11:59:01 AM		\$195,320.77	
Total 35963			\$195,320.77	
Total Rognlin's, Inc			\$195,320.77	
Sid's IGA				
35949		2013 - November - First meeting		
	Invoice - 11/5/2013 12:13:05 PM			
	409-000-000-535-00-31-01	Operations And Maintenance	\$33.36	
	Total Invoice - 11/5/2013 12:13:05 PM		\$33.36	
	Invoice - 11/5/2013 12:13:07 PM			
	401-000-000-534-00-31-00	Operation & Maintenance	\$5.15	
	Total Invoice - 11/5/2013 12:13:07 PM		\$5.15	
Total 35949			\$38.51	
Total Sid's IGA			\$38.51	
Sunset Auto Parts Inc.				
35958		2013 - November - First meeting		
	Invoice - 11/5/2013 4:50:45 PM			
	001-000-000-522-10-31-00	Office & Operating Supplies	(\$36.64)	
	101-000-000-542-30-31-00	Roadway Operating	\$80.54	
	104-000-000-576-80-31-00	Office & Operating Supplies	\$141.02	
	401-000-000-534-00-31-00	Operation & Maintenance	\$86.29	
	408-000-000-531-38-31-01	Operations & Maintenance	\$80.54	
	409-000-000-535-00-31-01	Operations And Maintenance	\$80.54	
	Total Invoice - 11/5/2013 4:50:45 PM		\$432.29	
Total 35958			\$432.29	
35964		2013 - November - First meeting		
	Invoice - 11/6/2013 11:57:52 AM			
	79237827778			
	409-000-000-535-00-48-01	Repairs And Maintenance	\$81.78	
	Total Invoice - 11/6/2013 11:57:52 AM		\$81.78	
Total 35964			\$81.78	
Total Sunset Auto Parts Inc.			\$514.07	
Tangly Cottage Gardening				
35950		2013 - November - First meeting		
	Invoice - 11/5/2013 12:28:52 PM			
	Oct 2013			
	104-000-000-573-90-40-02	Miscellaneous	\$194.04	
	Total Invoice - 11/5/2013 12:28:52 PM		\$194.04	

Vendor	Invoice Number	Invoice Date	Invoice Description	Amount
Total 35950				\$194.04
Total Tangly Cottage Gardening				\$194.04
Tire Hut	35951	2013 - November - First meeting		
	Invoice - 11/5/2013 12:29:22 PM			
	4156			
	409-000-000-535-00-48-01	Repairs And Maintenance		\$45.22
	Total Invoice - 11/5/2013 12:29:22 PM			\$45.22
	Invoice - 11/5/2013 12:30:28 PM			
	4333			
	409-000-000-535-00-48-01	Repairs And Maintenance		\$139.01
	Total Invoice - 11/5/2013 12:30:28 PM			\$139.01
	Invoice - 11/5/2013 12:30:43 PM			
	4341			
	409-000-000-535-00-48-01	Repairs And Maintenance		\$16.17
	Total Invoice - 11/5/2013 12:30:43 PM			\$16.17
Total 35951				\$200.40
Total Tire Hut				\$200.40
Verizon Wireless	35952	2013 - November - First meeting		
	Invoice - 11/5/2013 12:31:50 PM			
	9713537385			
	401-000-000-534-00-42-00	Communications		\$183.03
	Total Invoice - 11/5/2013 12:31:50 PM			\$183.03
Total 35952				\$183.03
Total Verizon Wireless				\$183.03
Visa	35966	2013 - November - First meeting		
	Invoice - 11/6/2013 12:22:43 PM			
	Hotel in Wenatchee - McMillan			
	001-000-000-514-20-43-00	Travel/meals/lodging		\$335.76
	Total Invoice - 11/6/2013 12:22:43 PM			\$335.76
	Invoice - 11/6/2013 12:23:31 PM			
	Staples			
	001-000-000-514-20-31-00	Office & Operating Supplies		\$52.84
	401-000-000-534-00-31-00	Operation & Maintenance		\$52.85
	409-000-000-535-00-31-01	Operations And Maintenance		\$52.84
	Total Invoice - 11/6/2013 12:23:31 PM			\$158.53
	Invoice - 11/6/2013 12:24:52 PM			
	Dennis fuel			
	401-000-000-534-00-32-00	Gasoline		\$86.00
	Total Invoice - 11/6/2013 12:24:52 PM			\$86.00
Total 35966				\$580.29
Total Visa				\$580.29
Vision Municipal Solutions, Llc	35953	2013 - November - First meeting		
	Invoice - 11/5/2013 12:32:46 PM			
	2063			
	401-000-000-534-00-31-06	Office & Customer Service		\$118.46
	408-000-000-531-38-31-01	Operations & Maintenance		\$118.46
	409-000-000-535-00-31-08	Office Supplies & Customer Service		\$118.46
	Total Invoice - 11/5/2013 12:32:46 PM			\$355.38
Total 35953				\$355.38
Total Vision Municipal Solutions, Llc				\$355.38
WA State Dept. of Ecology	35954	2013 - November - First meeting		
	Invoice - 11/5/2013 12:33:48 PM			
	David Gustafson			
	409-000-000-535-00-31-05	Doe Annual Permit		\$30.00
	Total Invoice - 11/5/2013 12:33:48 PM			\$30.00
Total 35954				\$30.00
Total WA State Dept. of Ecology				\$30.00
WA State Dept. of Ecology *	35959	2013 - November - First meeting		
	Invoice - 11/5/2013 4:46:02 PM			
	10-23-13			
	408-000-000-582-38-72-01	Strmwater -Principal #I9900038		\$1,671.04
	408-000-000-592-38-83-01	Strmwater - Interest #I9900038		\$688.40
	Total Invoice - 11/5/2013 4:46:02 PM			\$2,359.44
Total 35959				\$2,359.44
Total WA State Dept. of Ecology				\$2,359.44
WA State Treasurer	35955	2013 - November - First meeting		
	Invoice - 11/5/2013 12:35:15 PM			
	85000990			
	001-000-000-512-50-40-03	Court Remit TO State		\$2,826.68
	Total Invoice - 11/5/2013 12:35:15 PM			\$2,826.68
Total 35955				\$2,826.68
Total WA State Treasurer				\$2,826.68
Wilcox & Flegel Oil Co.				\$2,826.68

FUNCTION	NUMBER	DESCRIPTION	AMOUNT	DATE	AMOUNT
	35956	2013 - November - First meeting			
		Invoice - 11/5/2013 1:55:25 PM			
		15434			
		001-000-000-522-10-32-00	Gasoline		\$82.36
		Total Invoice - 11/5/2013 1:55:25 PM			\$82.36
Total 35956					\$82.36
Total Wilcox & Flegel Oil Co.					\$82.36
Williams, Thomas R					
35957		2013 - November - First meeting			
		Invoice - 11/5/2013 12:31:05 PM			
		reimburse for velcro			
		001-000-000-522-10-31-00	Office & Operating Supplies		\$41.50
		Total Invoice - 11/5/2013 12:31:05 PM			\$41.50
Total 35957					\$41.50
Total Williams, Thomas R					\$41.50
Grand Total		Vendor Count	45		\$555,841.47

# Register

Number	Name	Fiscal Year	Description	Cleared	Amount
35910	Fero, Jimmie W	2013	November - First meeting		\$1,100.43
35911	Gardner, Daryl W	2013	November - First meeting		\$1,711.32
35912	Jensen, David	2013	November - First meeting		\$181.52
35913	Schweizer, Dennis	2013	November - First meeting		\$2,097.45
35914	Williams, Thomas R	2013	November - First meeting		\$880.86
35915	AWC - Life Insurance	2013	November - First meeting		\$21.40
35916	AWC Employee Benefit Trust	2013	November - First meeting		\$4,740.50
35917	Dept of Retirement - Def Comp	2013	November - First meeting		\$280.00
35918	Dept of Retirement Systems	2013	November - First meeting		\$4,868.83
ACH Pay - 908	Cassinelli, Michael	2013	November - First meeting		\$422.10
ACH Pay - 909	Chambreau, Jon H.	2013	November - First meeting		\$181.52
ACH Pay - 911	Forner, Gary	2013	November - First meeting		\$372.35
ACH Pay - 913	Gustafson, David M.	2013	November - First meeting		\$1,700.17
ACH Pay - 914	Hazen, Warren M.	2013	November - First meeting		\$1,908.33
ACH Pay - 916	Kezele, Pamela J.	2013	November - First meeting		\$956.58
ACH Pay - 917	Marshall, Fred	2013	November - First meeting		\$181.52
ACH Pay - 918	Mc Kee, David A	2013	November - First meeting		\$1,751.91
ACH Pay - 919	Mc Millan, Elaine	2013	November - First meeting		\$937.71
ACH Pay - 920	Mulinix, Vinessa	2013	November - First meeting		\$179.82
ACH Pay - 922	Staples, Terri P	2013	November - First meeting		\$561.07
EFT 11-5-13 1	Discovery Benefits	2013	November - First meeting		\$1,000.00
EFT 11-5-13 2	U.S. Treasury Department	2013	November - First meeting		\$4,862.53
					<b>\$30,897.92</b>

We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 35910 through 35918 and electronic payments totalling \$30,897.92 are approved this 12th day of November, 2013

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Council member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Council member



# *Long Beach Police*

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911  
Fax 360-642-5273

11-01-13

Page 1 of 3

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for October 2013

During the month of October the Long Beach Police Department handled the following cases and calls:

## **Long Beach**

**690** Total Incidents

Aid Call Assists: 2

Alarms: 5

Animal Complaints: 15

Assaults: 8

Assists: 131

(Includes 15 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 13

Drug Inv.: 2

Fire Call Assists: 1

Follow Up: 181

Found/Lost Property: 9

Harassment: 10

Malicious Mischief: 4

MIP – Alcohol: 2

MIP – Tobacco: 0

Missing Person: 2

Prowler: 2

Runaway: 1

Security Checks: 107

Suspicious: 29

Thefts: 10

Traffic Accidents: 3

Traffic Complaints: 12

Traffic Tickets: 10

Traffic Warnings: 105

Trespass: 6

Warrant Contacts: 11

Welfare Checks: 8

## **Ilwaco**

**381** Total Incidents

Aid Call Assists: 3

Alarms: 3

Animal Complaints: 3

Assaults: 3

Assists: 59

Burglaries: 0

Disturbance: 4

Drug Inv.: 4

Fire Call Assists: 0

Follow Up: 142

Found/Lost Property: 4

Harassment: 5

Malicious Mischief: 1

MIP – Alcohol: 1

MIP – Tobacco: 1

Missing Person: 0

Prowler: 3

Runaway: 0

Security Checks: 47

Suspicious: 18

Thefts: 4

Traffic Accidents: 0

Traffic Complaints: 15

Traffic Tickets: 6

Traffic Warnings: 39

Trespass: 3

Warrant Contacts: 2

Welfare Checks: 11

# *Long Beach Police*

Page 3 of 3

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911  
Fax 360-642-5273

August 6<sup>th</sup>, 2013

Dick Wallace, Commander  
American Legion, Post 48  
Derald Robertson Safety Awards  
2950 State Route 101  
Ilwaco, WA 98624

Dear Commander Wallace,

It is my pleasure to nominate Officer Jeffrey G. Cutting as the Long Beach Police Department "Officer of the Year" for 2012.

On February 13<sup>th</sup>, 2012 Officer Cutting was on patrol. At 2310 he noticed a garage door open that is usually closed up. It would have been the easy thing to do to just shine a spotlight on the garage and take note of anything suspicious. Officer Cutting went well above the call of duty and knocked on the front door to the house. When he did this he heard a person yelling for help. Officer Cutting entered the house and found the occupant lying on the floor in his bedroom unable to get up. The occupant had been there for 3 days. If Officer Cutting had not been observant and noticed a garage door up that is normally closed, had he then not taken the extra step of getting out of his patrol car and knocking on the front door the person inside would have died. After 3 days without food or water it was a miracle that he was still alive.

I have attached the letter of commendation that I gave to Jeff as well as the log report for the incident. As I said in my letter to Jeff people can always find reasons to criticize the police and sometimes we deserve it but there is also a lot to praise the police for as well. This was one of those times when praise is definitely called for.

Thank you again for this award ceremony that the American Legion puts on.

*Flint R. Wright*  
Chief Flint R. Wright  
Long Beach Police Department.

On October 2<sup>nd</sup> Officers Rodney Nawn and Steve Ross attended training. The title of the class was "Mental Health First Aid". The class focused on helping first responders deal with subjects who may be suffering from mental health issues. This was the first half of the class. The second half will be held in November.

I attended the 911 Operations Board meeting on the 8<sup>th</sup>. We talked about budget issues and upgrades that are going to be made to dispatch.

On the 11<sup>th</sup> I assisted the Pacific County Sheriff's Department by sitting in on a civil service oral board for the position of dispatcher.

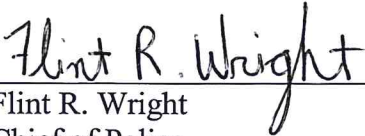
The American Legion held its annual "Derald Robertson Safety Awards" on October 23<sup>rd</sup>. I nominated Officer Jeff Cutting for my "officer of the year". I have attached my nomination letter to this report.

On the 25<sup>th</sup> Officer Tim Mortenson, along with a deputy from the Pacific County Sheriff's Department, participated with alcohol compliance checks at area businesses. A 19 year old was sent in to buy alcohol. Most businesses did not sell to the underage buyer but unfortunately four did. One of those was in Ilwaco and two were in Long Beach. One person in Long Beach who was cited had been cited by our department for the same thing earlier in the year. Overtime for this was paid for by a grant.

Officer Casey Meling assisted with a "Prescription Drug Take Back Event" on the 26<sup>th</sup>. With the drugs that we have collected at our drop box in the office and the drugs turned into Casey, over 148 pounds of drugs were collected. These drugs are destroyed by the Drug Enforcement Agency.

Red Ribbon Week was held October 23<sup>rd</sup> – 31<sup>st</sup>. This week long event is the oldest drug use prevention campaign in the country. It is celebrated to commemorate the sacrifice made by DEA Agent Enrique Camarena who died in the line of duty at the hand of drug traffickers in Mexico. Officer Casey Meling and Administrative Assistant Loretta Ostgarrrd went to both Ocean Park and Long Beach Elementary Schools to talk to the students about the importance of choosing to be "Drug Free By Choice".

Halloween night was quiet. There were no reports of malicious mischief or similar calls usually associated with that nights events.

  
\_\_\_\_\_  
Flint R. Wright  
Chief of Police



**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates: Council Workshop: Public Hearing: 11/12/13  
Council Discussion Item: 10/28/13 Council Business Item: 11/12/13

B. Issue/Topic: **Ordinance establishing 2014 Property Tax Levy and Certification**

C. Sponsor(s):

1. Mike Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. RCW 84.55.120 requires that taxing districts other than the state that collect regular levies must hold a public hearing on revenue sources and adopt a separate ordinance authorizing the increase of property tax. The ordinance and levy certification must be passed for Pacific County to include the City of Ilwaco in the 2014 levy.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. The Pacific County assessor has provided the tax assessed value and levy limit calculation that was used in writing the ordinance and setting the proposed levy amount. The levy certification includes the estimated value of new construction, as well as any estimated utility value, at the recommendation of the tax assessor.

F. Impacts:

1. Fiscal: The property tax levy is a primary revenue source for the City of Ilwaco.
2. Legal:
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates: Pacific County has requested the levy certification be submitted to them no later than November 18<sup>th</sup>, 2013.

J. Proposed Motion: **1) I move to adopt the proposed ordinance establishing the property tax rate for the 2014 budget. 2) I move to authorize the city treasurer to certify the 2014 levy of \$205,000 to the Pacific County legislative authority.**

**CITY OF ILWACO  
ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, ESTABLISHING  
THE PROPERTY TAX RATE FOR THE 2014 BUDGET**

**WHEREAS**, the City Council of the City of Ilwaco has met and considered its budget for the calendar year 2014; and

**WHEREAS**, the district's actual levy amount from the previous year was \$ 201,416; and

**WHEREAS**, the population of this district is less than 10,000.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,  
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2014 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$2,014, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

**Section 2.** Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN  
AUTHENTICATION OF ITS PASSAGE THIS XXTH DAY OF NOVEMBER XX,  
2013.**

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
Elaine McMillan, Treasurer

VOTE	Jensen	Mulinix	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: November XX, 2013

EFFECTIVE: November XX, 2013

## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Elaine McMillan,  
(Name)

Treasurer, for City of Ilwaco, do hereby certify to  
(Title) (District Name)

the Pacific County legislative authority that the Ilwaco City Council  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2014 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 10/28/13:  
(Date of Public Hearing)

Regular Levy: \$205,000.00  
(State the total dollar amount to be levied)

Excess Levy: \$0.00  
(State the total dollar amount to be levied)

Refund Levy: \$0.00  
(State the total dollar amount to be levied)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



RCW 84.52.020

## **City and district budgets to be filed with county legislative authority.**

It shall be the duty of the city council or other governing body of every city, other than a city having a population of three hundred thousand or more, the board of directors of school districts of the first class, the superintendent of each educational service district for each constituent second class school district, commissioners of port districts, commissioners of metropolitan park districts, and of all officials or boards of taxing districts within or coextensive with any county required by law to certify to the county legislative authority, for the purpose of levying district taxes, budgets or estimates of the amounts to be raised by taxation on the assessed valuation of the property in the city or district, through their chair and clerk, or secretary, to make and file such certified budget or estimates with the clerk of the county legislative authority on or before the thirtieth day of November.

RCW 84.52.070

## **Certification of levies to assessor.**

It shall be the duty of the county legislative authority of each county, on or before the thirtieth day of November in each year, to certify to the county assessor of the county the amount of taxes levied upon the property in the county for county purposes, and the respective amounts of taxes levied by the board for each taxing district, within or coextensive with the county, for district purposes, and it shall be the duty of the council of each city having a population of three hundred thousand or more, and of the council of each town, and of all officials or boards of taxing districts within or coextensive with the county, authorized by law to levy taxes directly and not through the county legislative authority, on or before the thirtieth day of November in each year, to certify to the county assessor of the county the amount of taxes levied upon the property within the city, town, or district for city, town, or district purposes. If a levy amount is not certified to the county assessor by the thirtieth day of November, the county assessor shall use no more than the certified levy amount for the previous year for the taxing district: PROVIDED, That this shall not apply to the state levy or when the assessor has not certified assessed values as required by RCW 84.48.130 at least twelve working days prior to November 30th.

RCW 84.55.120

## **Public hearing — Taxing district's revenue sources — Adoption of tax increase by ordinance or resolution.**

A taxing district, other than the state, that collects regular levies shall hold a public hearing on revenue sources for the district's following year's current expense budget. The hearing must include consideration of possible increases in property tax revenues and shall be held prior to the time the taxing district levies the taxes or makes the request to have the taxes levied. The county legislative authority, or the taxing district's governing body if the district is a city, town, or other type of district, shall hold the hearing. For purposes of this section, "current expense budget" means that budget which is primarily funded by taxes and charges and reflects the provision of ongoing services. It does not mean the capital, enterprise, or special

Dear Taxing District:

Attached is your district's 2014 Preliminary Levy Limit (101%) Calculation. This is an estimate of your Highest Lawful Levy, New Construction and Assessed Value at this time. Utility values may not be received until November. This estimate gives you a good basis to use in your budget process.

Also enclosed is an example LEVY CERTIFICATION & RESOLUTION. The RESOLUTION sets your % of increase over last year, excluding the additional amounts from new construction, utilities and annexations. The LEVY CERTIFICATION is the total dollar amount you want to levy including these additional amounts and should match what is on your budget. If you use a different amount on your budget, it could possibly limit you to a lesser amount.

The example levy certification and resolution reflect what it would be if your district chooses to levy the Highest Lawful Levy. If your district chooses to levy a lesser amount, you'd need to recalculate the dollar amount and percentage on the example resolution. To calculate the percentage, divide what the district wants to levy by last year's actual levy (your actual levy is shown on the resolution already; don't use a different figure unless you confirm with us.) In addition to the percentage you also have to state the dollar amount of the increase. If you are using your own ordinance or resolution make sure you have both the percentage of increase and the dollar amount. If you'd like help with this or verification prior to your budget meeting, please don't hesitate to call *Becky Nissell @ 875-9300 Ext. 2210 or 642-9300 Ext. 2210*.

Blank Resolution and Levy Certification Forms are enclosed for your use, but an electronic fill-in format can be found at [www.dor.wa.gov](http://www.dor.wa.gov). We encourage the districts to use these available forms because they have all the necessary information and language. To find online use the form number in the bottom left hand corner of the form or by name using "Levy Certification" and "Ordinance/Resolution".

# ESTIMATE

TAX YEAR: 2014  
 LEVY LIMIT CALCULATION  
 TAXING DISTRICT: TOWN OF ILWACO  
 ANNEXED TO A LIBRARY

A.	HIGHEST LAWFUL LEVY SINCE 1985	2013	201,416	
	TIMES LEVY LIMIT - 101%		+ 2,014	1%
			= 203,430	
B.	VALUE OF THIS YEAR NEW CONSTRUCTION		609,400	
	TIMES PREVIOUS YEARS LEVY RATE	1.723327	+ 1,050	New Const
C.	CURRENT YEARS UTILITY VALUE		938,910	
	LESS PREVIOUS YEARS UTILITY VALUE		938,910	
	INCREASE IN UTILITY VALUE		0	
	TIMES PREVIOUS YEARS LEVY RATE	1.723327	+ 500	Est. Utilities
D.	A+B+C LEVY LIMITATION		204,480	
E.	ASSESSED VALUE ORIGINAL DISTRICT		<u>204,580</u>	
	LEVY RATE ORIGINAL DISTRICT		0.0000	
	ASSESSED VALUE ANNEXED AREA			
F.	LEVY LIMITATION FOR ANNEXATION		0	
G.	LEVY LIMITATION WITH ANNEXATION (D+F)		0	
H.	AMOUNT REFUNDED OR TO BE REFUNDED			
I.	TOTAL LEVY CONTROLLED BY LEVY LIMITATION		204,480	
J.	AMOUNT REQUESTED BY TAXING DISTRICT			
K.	LESSER OF ITEMS I & J		204,480	

TO CALCULATE LEVY RATE

LEVY	.....	204,480
AV	.....	111,741.056



Example



Ordinance / Resolution No. \_\_\_\_\_  
RCW 84.55.120

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ has met and considered  
(Governing body of the taxing district) (Name of the taxing district)  
its budget for the calendar year \_\_\_\_\_; and,

WHEREAS, the districts actual levy amount from the previous year was \$ \_\_\_\_\_ 201,416.00; and,  
(Previous year's levy amount)

WHEREAS, the population of this district is ☐ more than or ☐ less than 10,000; and now, therefore,  
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy  
is hereby authorized for the levy to be collected in the \_\_\_\_\_ 2014 tax year.  
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ \_\_\_\_\_ 2,014.00  
which is a percentage increase of \_\_\_\_\_ 1 \_\_\_\_\_ % from the previous year. This increase is exclusive of \_\_\_\_\_  
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,  
any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If additional signatures are necessary, please attach additional page.

Example



## Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, \_\_\_\_\_, (Name)  
\_\_\_\_\_, for \_\_\_\_\_, do hereby certify to  
(Title) (District Name)  
the \_\_\_\_\_ County legislative authority that the \_\_\_\_\_  
(Name of County) (Commissioners, Council, Board, etc.)  
of said district requests that the following levy amounts be collected in 2014 as provided in the district's  
(Year of Collection)  
budget, which was adopted following a public hearing held on \_\_\_\_\_:  
(Date of Public Hearing)

Regular Levy: \$205,000.00  
(State the total dollar amount to be levied)

Excess Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

Refund Levy: \_\_\_\_\_  
(State the total dollar amount to be levied)

This amt should match your Budget & include add'l amts from New Const & Utilities, if District chooses to Levy the add'l amts.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: 10/7, 10/14 & 10/28/13 Public Hearing:  
Council Discussion Item:10/28/13 Council Business Item: 11/12/13
- B. Issue/Topic: **Ordinance Establishing 2014 Pay Table**
- C. Sponsor(s):  
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):  
1. In January of 2007, the council adopted Resolution 2007-02 implementing the existing pay table process. COLA increases were made to the table in 2008 (3%) and 2009 (3%). While there was a 2% Federal COLA in 2010, the City of Ilwaco pay tables for 2010, 2011 and 2012 were not changed from the 2009 table. The 2013 pay table included a 2% COLA increase. The proposed 2014 pay table includes a 1% COLA increase. The 2013 pay table is attached for reference.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
1. The Federal COLA for 2013 is projected to be 1%.
- F. Impacts:  
1. Fiscal: The budget reviewed by the council included this 1% increase.  
  
2. Legal:  
  
3. Personnel:  
  
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☐ N/A ☐ Public Hearing on
- H. Staff Comments:  
1.
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to adopt the proposed ordinance establishing the 2014 Pay Table.**



**CITY OF ILWACO  
ORDINANCE NO. XXX**

**AN ORDINANCE ESTABLISHING THE 2014 PAY TABLE FOR THE CITY OF ILWACO EMPLOYEE SALARIES**

**WHEREAS**, the City of Ilwaco is committed to a policy of paying employees based upon a comparison with comparable positions in other jurisdictions; and

**WHEREAS**, the City of Ilwaco must be financially responsible in implementing compensation plan changes; and

**WHEREAS**, education, certifications and special abilities are important for the City; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City Council of the City of Ilwaco does adopt the 2014 Pay Table attached as Exhibit A.

**Section 2.** Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XXTH DAY OF NOVEMBER, 2013.**

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
Elaine McMillan, Treasurer

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: November XX, 2013

EFFECTIVE: November XX, 2013

**CITY OF ILWACO  
ORDINANCE NO. XXX EXHIBIT A**

**2014 PAY TABLE (Effective January 1, 2014)**

2014

City of Ilwaco  
Exempt Employee Annual Salary Scale

Step	1	2	3	4	5	6	7	8	9	10
Grade	Years to Step	1	1	1	2	2	2	3	3	3
3		22517	23268	24018	24769	25520	26271	27022	27773	28524
4		25276	26119	26962	27804	28647	29490	30332	31175	32018
5		28280	29223	30166	31109	32053	32996	33939	34882	35825
6		31524	32575	33626	34678	35729	36781	37832	38883	39935
7		35031	36198	37365	38533	39700	40867	42034	43202	44369
8		38795	40088	41381	42674	43967	45260	46553	47846	49139
9		42850	44278	45707	47135	48564	49992	51421	52849	54278
10		47188	48760	50333	51906	53479	55051	56624	58197	59770

2014

City of Ilwaco  
Non-Exempt/Hourly Employee Hourly Rate of Pay Scale

Step	1	2	3	4	5	6	7	8	9	10
Grade	Years to Step	1	1	1	2	2	2	3	3	3
3		10.83	11.19	11.55	11.91	12.27	12.63	12.99	13.35	13.71
4		12.15	12.56	12.96	13.37	13.77	14.18	14.58	14.99	15.39
5		13.60	14.05	14.50	14.96	15.41	15.86	16.32	16.77	17.22
6		15.16	15.66	16.17	16.67	17.18	17.68	18.19	18.69	19.20
7		16.84	17.40	17.96	18.53	19.09	19.65	20.21	20.77	21.33
8		18.65	19.27	19.89	20.52	21.14	21.76	22.38	23.00	23.62
9		20.60	21.29	21.97	22.66	23.35	24.03	24.72	25.41	26.09
10		22.69	23.44	24.20	24.95	25.71	26.47	27.22	27.98	28.74

**CITY OF ILWACO**  
**ORDINANCE NO. 805 EXHBIT B**

**2013 PAY TABLE (Effective January 1, 2013)**

2013

City of Ilwaco  
Exempt Employee Annual Salary Scale

Step	1	2	3	4	5	6	7	8	9	10
Grade	Years to Step	1	1	1	2	2	2	3	3	3
3	22294	23037	23781	24524	25267	26011	26754	27498	28241	28985
4	25026	25860	26695	27529	28363	29198	30032	30866	31701	32535
5	28000	28934	29868	30801	31735	32669	33603	34537	35471	36405
6	31212	32253	33294	34335	35376	36417	37458	38499	39540	40581
7	34684	35840	36995	38151	39307	40463	41618	42774	43930	45085
8	38411	39691	40971	42251	43531	44812	46092	47372	48652	49932
9	42426	43840	45254	46669	48083	49497	50911	52326	53740	55154
10	46720	48278	49835	51392	52949	54506	56063	57621	59178	60735

2013

City of Ilwaco  
Non-Exempt/Hourly Employee Hourly Rate of Pay Scale

Step	1	2	3	4	5	6	7	8	9	10
Grade	Years to Step	1	1	1	2	2	2	3	3	3
3	10.72	11.08	11.43	11.79	12.15	12.51	12.86	13.22	13.58	13.93
4	12.03	12.43	12.83	13.24	13.64	14.04	14.44	14.84	15.24	15.64
5	13.46	13.91	14.36	14.81	15.26	15.71	16.16	16.60	17.05	17.50
6	15.01	15.51	16.01	16.51	17.01	17.51	18.01	18.51	19.01	19.51
7	16.68	17.23	17.79	18.34	18.90	19.45	20.01	20.56	21.12	21.68
8	18.47	19.08	19.70	20.31	20.93	21.54	22.16	22.77	23.39	24.01
9	20.40	21.08	21.76	22.44	23.12	23.80	24.48	25.16	25.84	26.52
10	22.46	23.21	23.96	24.71	25.46	26.20	26.95	27.70	28.45	29.20



**CITY OF ILWACO  
CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item: 10/28/13      Council Business Item: 11/12/13
- B. Issue/Topic: **Contract for Technical Services between the City of Ilwaco and the Pacific County Economic Development Council (EDC)**
- C. Sponsor(s):  
    1. Mike Cassinelli    2.
- D. Background (overview of why issue is before council):  
    1. In the past, the City of Ilwaco has contracted with the Pacific County EDC to provide marketing and research services to promote economic development in the city. By contracting with various entities throughout the county through nominal membership fees, the EDC is able to conduct business services, respond to new business inquiries, distribute informational brochures, host business expos, prepare studies and develop marketing plans to attract desirable businesses and industry to the area.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
    1. Contracting with the Pacific County EDC through a nominal membership fee to provide marketing and research services to promote economic development in the city helps leverage the city's dollars by combining our funds with other entities throughout the county.
- F. Impacts:  
    1. Fiscal: \$500.00  
  
    2. Legal:  
  
    3. Personnel:  
  
    4. Service/Delivery:
- G. Planning Commission:      ☐ Recommended      ☐ N/A      ☐ Public Hearing on
- H. Staff Comments:  
    1.
- I. Time Constraints/Due Dates: Needs to be approved before the end of 2013
- J. Proposed Motion: **I move to authorize the mayor to execute the proposed 2014 Contract for Technical Services between the City of Ilwaco and the Pacific County Economic Development Council.**

CONTRACT FOR TECHNICAL SERVICES

ORIGINAL

Between

City of Ilwaco

and the

Pacific County Economic Development Council

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the City of Ilwaco, hereinafter referred to as the "City", and the Pacific County Economic Development Council, hereinafter referred to as the "EDC".

WITNESSETH:

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the City is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the City desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the City;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. The EDC will: (a) receive from the City inquiries from businesses and industries indicating an interest in locating in the vicinity of the City and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the City in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the City may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the City's services area for location or expansion.

2. Time of Performance. The services of the EDC are to commence on the first day of January, 2014, and terminate on the thirty-first of December, 2014. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract, or terminated by 30 days notice to the other party.

3. Compensation and Method of Payment. The City shall reimburse the EDC for the services as follows:

(a) The total contract price for the period specified in paragraph 2 shall be \$500.00.



(b) Payment shall be due thirty days after receipt of Service Contract, signed by both parties.

(c) The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the City as are requested.

4. Changes. Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

5. Notices. Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 530 Commercial Street, Raymond, WA 98577 and the City of Ilwaco, P.O. Box 548, Ilwaco, WA 98624.

6. Nondiscrimination. The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state or federal law.

7. Liability. The EDC shall hold the City and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this agreement.

8. Subcontracting. The contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.


9. Integrated Document. This contract embodies the contract, terms and conditions between the City and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.

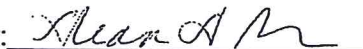
IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

CITY OF ILWACO

By: \_\_\_\_\_  
Mayor

PACIFIC COUNTY ECONOMIC  
DEVELOPMENT COUNCIL

By:   
President

By:   
Secretary



- A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item:10/28/13 Council Business Item: 11/12/13
- B. Issue/Topic: **City Center Reservoir Change Order #1**
- C. Sponsor(s):  
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):  
1. Change order is for road stabilization fabric, permanent site fencing and demolishing an existing concrete ring wall.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
1. See attached change order for detailed descriptions and justifications.
- F. Impacts:  
1. Fiscal: \$36,642.32  
2. Legal:  
3. Personnel:  
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:  
1. None
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to authorize the mayor to execute Change Order #1 for the City Center Reservoir Project increasing the contract with Clackamas Construction, Inc. by \$36,642.32.**

## CHANGE ORDER

Project Title	City Center Reservoir - Rebid		
Owner	City of Ilwaco	Contractor Name	Clackamas Construction, Inc.
Change Order No.	1	Contractor Address	P.O. Box 279 Boring, OR 97009
Change Order Date	October 23, 2013		
G&O No.	12460.00		

---

The following changes are hereby made to the Contract Documents:

### **ITEM NO. 1: Road Stabilization Fabric**

Road stabilization fabric will be installed below the CSBC within the site.

The lump sum cost for this work is:.....\$4,051.32

**Justification:** The additional work is at the request of the owner. The existing sub-grade is soft due to the wood reservoir leaking for years. The road stabilization fabric will provide a solid base for the new gravel materials to be placed and provide the City with a more functional entrance and drive around the new reservoir.

### **ITEM NO. 2: Permanent Site Fencing**

460 lineal feet of permanent site fencing will be installed around the perimeter of the new reservoir site.

The lump sum cost for this work is:.....\$25,012.50

**Justification:** The additional work is at the request of the owner. The permanent site fencing will provide the City with a more secure reservoir site. The fencing will include a locked gate which will allow only City staff to access the reservoir site.

### **ITEM NO. 3: Concrete Ring Wall**

Demolish existing concrete ring wall under the concrete pad for the existing wood tank reservoir.

The lump sum cost for this work is:.....\$7,578.50

**Justification:** The additional work is the result of changed site conditions. A 3-foot-thick concrete ring wall was discovered below the 6-inch concrete foundation of the demolished wood reservoir. The ring wall was not shown on any record drawings and was not anticipated.

### **CHANGE TO CONTRACT PRICE**

Original Contract Amount (without tax): .....	\$740,180.00
Current Contract Amount, as adjusted by previous change orders:.....	\$740,180.00
The Contract Amount (without tax) due to this Change Order will be increased by: .....	\$ 36,642.32
The new Contract Amount (without tax) due to this Change Order will be:.....	\$776,822.32

## CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 10 working days, for a total of 90 working days.

The Physical Completion Contract Time will be increased by 10 working days, for a total of 100 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.  
(RECOMMENDED)

Nancy Elmhurst Date October 23, 2013

CLACKAMAS  
CONSTRUCTION, INC.  
(ACCEPTED)

Bobbie Mahler Date October 23, 2013

CITY OF ILWACO  
(ACCEPTED)

\_\_\_\_\_ Date \_\_\_\_\_



CLACKAMAS CONSTRUCTION INC.  
P.O. BOX 279  
BORING, OR 97009

DATE: 10.11.13  
REVISED: 10.22.13

GRAY & OSBORNE, INC.  
701 DESTER AVE N. STE 200  
SEATTLE, WA 98109

PROJECT: City of Ilwaco - City Center Reservoir - Rebid

ATTN: RYAN WALTERS

CHANGE ORDER #: 374-1R

DESCRIPTION OF WORK: Plan revisions per email dated 10.07.13 from R. Walters, G&O.  
and demo of concrete foundation.

ADDITIONAL CONTRACT TIME OF 10 DAYS

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL
Fabric	741.66	SY	4.75	3522.89

3522.89

15% Overhead & Profit

528.43

**TOTAL DUE THIS REQUEST \$ 4,051.32**

Fencing	460	lf	44.50	20470.00
Supervision	16	hrs	80.00	1280.00

21750.00

15% Overhead & Profit

3262.5

**TOTAL DUE THIS REQUEST \$25,012.50**

**Concrete Foundation:**

Mobilization	1 ls	2000.00	2000.00
Hyundai 200 w/hammer	15 hrs	250.00	3750.00
Dump Truck	8 hrs	105.00	840.00

6590.00

15% Overhead & Profit

988.50

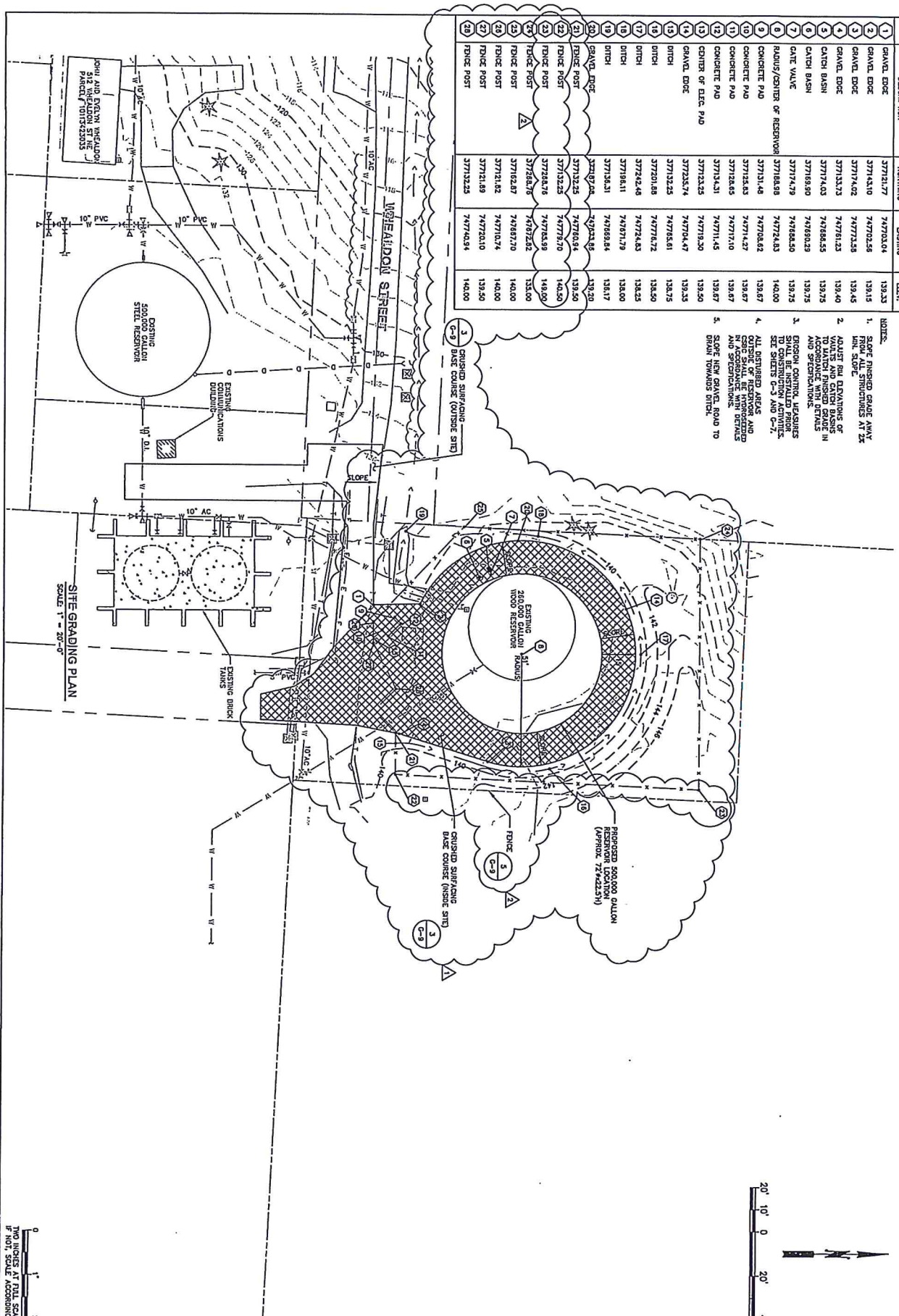
**TOTAL DUE THIS REQUEST 7,578.50**

**GRAND TOTAL THIS REQUEST \$ 36,642.32**

# STRUCTURE TABLE

DESCRIPTION	NORTHING	EASTING	ELEV.
1 GRAVEL EDOE	37713.77	74770.04	139.33
2 GRAVEL EDOE	37713.10	74770.26	139.35
3 GRAVEL EDOE	37713.402	74771.55	139.45
4 GRAVEL EDOE	37713.373	74771.23	139.40
5 CATCH BASIN	37713.403	74768.45	139.75
6 CATCH BASIN	37713.80	74769.23	139.75
7 GATE VALVE	37713.79	74768.50	139.75
8 RADIUS/CENTER OF RESERVOIR	37713.88	74774.83	140.00
9 CONCRETE PAD	37713.46	74770.82	139.67
10 CONCRETE PAD	37713.43	74771.47	139.67
11 CONCRETE PAD	37713.65	74771.00	139.67
12 CONCRETE PAD	37713.41	74771.45	139.67
13 CENTER OF ELEC. PAD	37713.25	74771.30	139.50
14 GRAVEL EDOE	37723.74	74770.47	139.35
15 DITCH	37713.25	74770.51	139.35
16 DITCH	37720.18	74771.72	139.50
17 DITCH	37722.46	74772.45	139.35
18 DITCH	37719.61	74771.79	139.00
19 DITCH	37713.51	74768.24	138.17
20 GRAVEL EDOE	37713.25	74770.82	139.30
21 FENCE POST	37713.25	74770.82	139.30
22 FENCE POST	37713.25	74771.70	140.50
23 FENCE POST	37723.76	74770.59	140.00
24 FENCE POST	37723.76	74771.28	140.00
25 FENCE POST	37713.82	74771.74	140.00
26 FENCE POST	37713.89	74772.10	139.50
27 FENCE POST	37713.25	74770.54	140.00

- NOTES:
1. SLOPE FINISHED GRADE ANY FROM ALL STRUCTURES AT 2% MIN. SLOPE
  2. ADJUST FOR ELEVATIONS OF EXISTING AND FINISHED GRADE TO MATCH FINISHED GRADE IN AND SPECIFIC DETAILS SEE SHEETS C-3 AND C-7.
  3. EXISTING CONCRETE UPSTAIRS TO CONSTRUCTION ACTIVITIES SHALL BE INSTALLED PRIOR TO CONSTRUCTION ACTIVITIES. SEE SHEETS C-3 AND C-7.
  4. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SPECIFICATIONS. SEE SHEETS C-3 AND C-7.
  5. SLOPE NEW GRAVEL ROAD TO DRAIN TOWARDS DITCH.



SECTION 34, T 10 N, R 10 W



**CITY OF ILWACO**  
PACIFIC COUNTY WASHINGTON

**CITY CENTER RESERVOIR - REBID**

**SITE GRADING PLAN**

DATE: OCT. 2013

SCALE: NOTED

DRAWN: R/W

CHECKED: A/J

APPROVED: N/L

10/16/2013 A.J.M.

10/07/2013 A.J.M.

DATE APPD

SHEET G-4 R-2

OF 10

JOB NO. 12460

DWG

NO. 1

REVISION

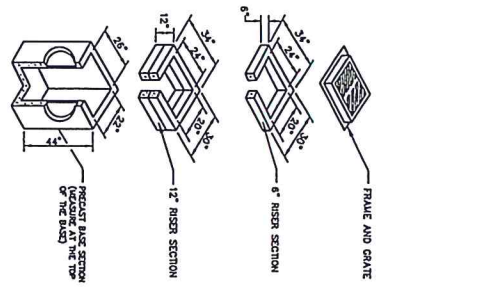
Gray & Osborne, Inc.

CONSULTING ENGINEERS

701 OCHTER AVENUE NORTH SUITE 200

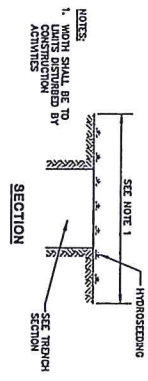
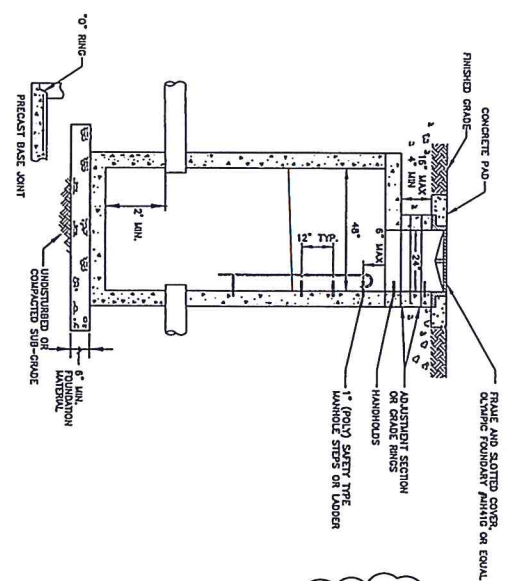
SEATTLE, WASHINGTON 98109 • (206) 284-0888



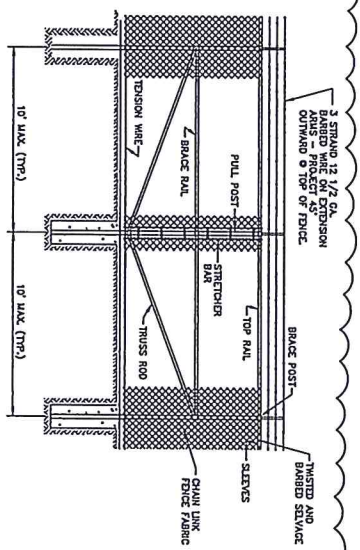
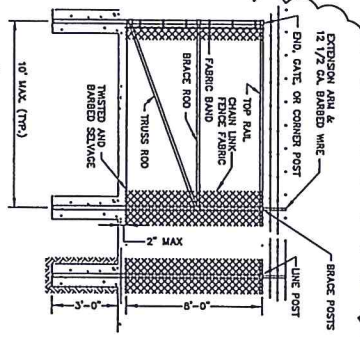
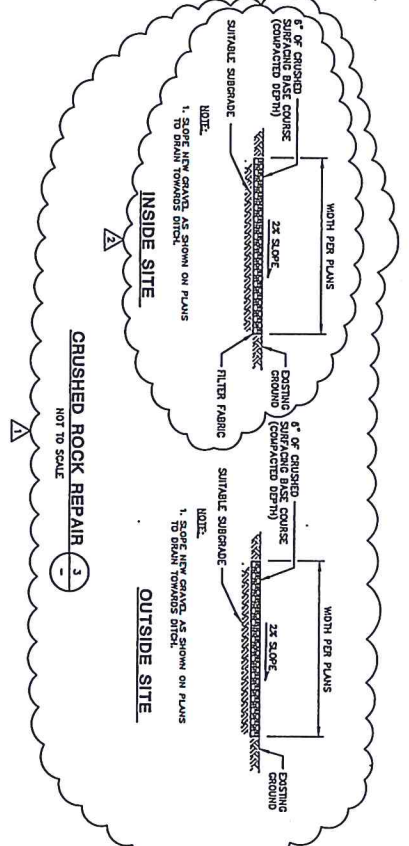


CATCH BASIN TYPE 1  
NOT TO SCALE

CATCH BASIN - TYPE 2 (48")  
NOT TO SCALE



HYDROSEEDING  
NOT TO SCALE



- NOTES:
1. CHAIN LINK FENCE SHALL BE FINISHED AND INSTALLED ACCORDING TO SPECIFICATIONS AND SHALL CONFORM TO
  2. GATE SHALL BE 20" WIDE DOUBLE GATE PER PLAN.
  3. GATE SHALL BE 20" WIDE DOUBLE GATE PER PLAN.
  4. ALL CONCRETE POST Bases SHALL BE CONCRETE CLASS
  5. ALL POSTS SHALL BE SPACED AT 10' MAXIMUM INTERVALS
  6. UNLESS OTHERWISE SPECIFIED BY ENGINEER, MINIMUM TIE
  7. TIE SHALL BE 1/2" DIA. GALV. STEEL OR EQUIV. SHALL NOT BE
  8. FENCE FABRIC OR POST FABRIC AND GATE SHALL HAVE A
  9. CHAIN LINK SHALL BE 3 1/2" DIA. GALV. STEEL OR EQUIV. SHALL
  10. FENCE FABRIC SHALL BE 3 1/2" DIA. GALV. STEEL OR EQUIV. SHALL

BRACE ROD, TRUSS ROD, AND TOP RAIL									
TYPE	ROUND	H-COLUMN	ROUND	ROUND	ROUND	ROUND	ROUND	ROUND	ALL
1	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
2	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
3	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
4	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
5	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
6	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
7	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
8	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
9	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
10	1 1/4"	2 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"

TYPICAL SWING GATE & FENCE DETAIL  
NOT TO SCALE







**CITY OF ILWACO  
ORDINANCE NO. XXX**

**AN INTERIM ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, ADOPTING A MORATORIUM PROHIBITING THE PRODUCTION, PROCESSING AND RETAIL SALES OF RECREATIONAL MARIJUANA AND SETTING A PUBLIC HEARING THEREON.**

**WHEREAS**, Initiative 502 was passed by the voters of the State of Washington in November 2012 providing a framework whereby marijuana producers, processors and retailers can become licensed by the State of Washington; and

**WHEREAS**, under Initiative 502, the Washington State Liquor Control Board (WSLCB) adopted regulations governing the licensing and operation of marijuana producers, processors and retailers on October 16, 2013, and the rules become effective November 16, 2013; and

**WHEREAS**, the draft recommendations for the legislature regarding the interaction of medical marijuana regulations and the provisions of Initiative 502 will not be addressed by the legislature until 2014; therefore, some regulations that the City will need to address are uncertain; and

**WHEREAS**, there are several lawsuits pending that may eventually impact regulations related to marijuana production, distribution, sales and use; and

**WHEREAS**, it is anticipated that the production, processing and retail sales of recreational marijuana may require an increased risk to health and safety, require increased police and code enforcement activities, and affect the use and enjoyment of surrounding properties without appropriate regulations; and

**WHEREAS**, unless a moratorium is imposed, the production, processing and retail sales of marijuana, and other marijuana-related uses, may be established within the City of Ilwaco while the City lacks the necessary tools to ensure that the location is appropriate and that the secondary impacts of such facilities are minimized and mitigated; and

**WHEREAS**, the City Council may impose a moratorium on the acceptance of certain development applications for a period of up to six months as long as the City Council holds a public hearing on the proposed regulations in accordance with RCW 35A.63.220 and RCW 36.70A.390; and

**WHEREAS**, the City Council deems it to be in the public interest to establish a moratorium related to the production, processing and retail sales of recreational marijuana until the City can consider all of the land use impacts, draft regulations, hold hearings and adopt regulations on the subject in light of the new legislation.



**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** Findings. The recitals set forth previously are hereby adopted as the Ilwaco City Council's findings in support of the moratorium imposed by this ordinance.

**Section 2.** Pursuant to the provisions of RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of Ilwaco prohibiting licensing, permitting and establishment of any use consisting of or including the production, processing and/or retail sales of recreational marijuana within all zoning districts within the City of Ilwaco.

**Section 3.** Term of Moratorium. The moratorium imposed by this ordinance shall continue in effect for an initial period of six (6) months, unless repealed, extended or modified by the City Council after a public hearing and the entry of appropriate findings of fact as required by RCW 35A.63.220, provided, however, that the moratorium shall automatically expire upon the effective date of zoning regulations adopted by the City Council to address the processing, production and/or retail sales of recreational marijuana within the City of Ilwaco.

**Section 4.** Public Hearing. A public hearing shall be scheduled within sixty (60) days of the effective date of this ordinance, in accordance with RCW 35A.63.220 and RCW 36.70A.390.

**Section 5.** Referral to staff and Planning Commission. City staff and/or the city planner are hereby authorized and directed to study existing zoning and propose regulations regarding the production, processing and/or retail sales of marijuana. Any proposed regulations shall be referred to the Ilwaco Planning Commission for review and recommendation to the City Council for inclusion in the zoning ordinances of the City of Ilwaco.

**Section 6.** Ordinance to be transmitted to Department of Commerce. Pursuant to RCW 36.70A.106, a copy of this interim ordinance shall be transmitted to the Washington State Department of Commerce.

**Section 7.** Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 8.** Declaration of emergency. The City Council hereby declares that an emergency exists necessitating that this ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of development applications for the production, processing and/or retail sales of marijuana could locate and develop in a manner incompatible with the codes eventually adopted by the City. Therefore, the



moratorium must be imposed as an emergency measure to protect the public health, safety and welfare.

**Section 9.** Publication. This ordinance shall be published by an approved summary consisting of the title.

**Section 10.** Effective Date. This ordinance shall take effect and be in full force and effect immediately upon passage as long as it is approved by a majority plus one of the entire membership of the City Council, as required by RCW 35A.12.130; provided, however, that unless extended by act of the City Council, this ordinance shall automatically expire six (6) months following its adoption.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:  
EFFECTIVE:

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates: Council Workshop: Public Hearing:  
Council Discussion Item: 11/12/13 Council Business Item:

B. Issue/Topic: **Shoreline Master Program Update Grant Agreement**

C. Sponsor(s):

1. Mike Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. The City of Ilwaco is required by the Department of Ecology (DOE) to update its Shoreline Master Program (SMP). In turn, DOE provides project funding to cover most of the costs of the update. The City is required to complete its update by June 30, 2016.
2. The City adopted by reference the Pacific County Shoreline Master Program in 1999. However, this city action was never transmitted to DOE; therefore, the SMP approved by DOE on April 8, 1975, remains the valid master program until this new update is complete.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. On October 29, 2013, DOE awarded the City \$125,000 to complete the SMP, with \$100,000 being awarded for years 1 and 2, and \$25,000 to be awarded for year three, subject to legislative appropriation for Fiscal Year 2016. Year 3 will be addressed by a formal amendment to the DOE grant agreement.

F. Impacts:

1. Fiscal: \$100,000 grant provided by DOE for July 1, 2013, through June 30, 2015.
2. Legal: Grant agreement has been reviewed and approved by the city attorney.
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

I. Time Constraints/Due Dates: The agreement requires the consultant contract be executed by 12/2/13.

J. Proposed Motion: **I move to authorize the mayor to execute the proposed Shoreline Master Program Grant Agreement (G1400373 between the Washington State Department of Ecology and the City of Ilwaco.**

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item: 11/12/13      Council Business Item:
- B. Issue/Topic: **Shoreline Master Program Grant Agreement and Amendment to Interlocal Agreement for Planning Services**
- C. Sponsor(s):  
    1. Mike Cassinelli    2.
- D. Background (overview of why issue is before council):  
    1. The City of Ilwaco is required by the Department of Ecology (DOE) to update its Shoreline Master Program (SMP). In turn, DOE provides project funding to cover most of the costs of the update. The City is required to complete its update by June 30, 2016.  
    2. The City adopted by reference the Pacific County Shoreline Master Program in 1999. However, this city action was never transmitted to DOE; therefore, the SMP approved by DOE on April 8, 1975, remains the valid master program until this new update is complete.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
    1. DOE has awarded the City \$125,000 to complete the SMP, with \$100,000 being awarded for years 1 and 2, and \$25,000 to be awarded for year three, subject to legislative appropriation for Fiscal Year 2016. Year 3 will be addressed by a formal amendment to the DOE grant agreement and amendment to the interlocal agreement with CREST for planning services.
- F. Impacts:  
    1. Fiscal: \$100,000 grant provided by DOE for July 1, 2013, through June 30, 2015.  
    2. Legal: Grant agreement and interlocal agreement have been reviewed and approved by the city attorney.  
    3. Personnel:  
    4. Service/Delivery:
- G. Planning Commission:      ☐ Recommended      ☒ N/A      ☐ Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates: The agreement requires the consultant contract be executed by 12/2/13.
- J. Proposed Motion: **I move to authorize the mayor to execute the proposed Shoreline Master Program Grant Agreement (G1400373) and the proposed Amendment to the Interlocal Agreement for Planning Services.**





STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

October 29, 2013

Ms. PJ Kezele  
Planning Department  
City of Ilwaco  
PO Box 548  
Ilwaco, WA 98624

Dear Ms. Kezele:

Attached for signature is grant agreement #G1400378 for the City's Comprehensive Shoreline Master Program (SMP) Update project.

The *total* state funding provided for your SMP update will be \$125,000. The start date of the agreement is July 1, 2013; the end date is June 30, 2015. The start date of July 1, 2013 means that any eligible project costs incurred after that date can be grant reimbursable.

The enclosed grant agreement for \$100,000 is for the work that will be completed this biennium (July 1, 2013 – June 30, 2015). The remaining \$25,000 will be added to your agreement in the next biennium (beginning July 1, 2015), after the state budget is approved and funds are appropriated for these grants. At that time we will amend your grant to add the funds and the remaining tasks to complete your update.

Please be aware that the funds awarded in this grant must be spent by June 30, 2015. Any funds not spent by that date will revert to source and will no longer be available. Therefore, we encourage you to actively manage your project to keep it on track and ensure that you can make full use of the funds available to you. Please let us know if there's anything we can do to help make sure this happens.

Ecology staff is committed to providing you technical assistance and support throughout your project. Your Ecology Project Manager is:

Kim Van Zwalenburg  
SEA Program / Southwest Regional Office  
Washington State Department of Ecology  
PO Box 47775  
Olympia, WA 98504-7775  
Phone: 360-407-6520  
E-mail: kim.vanzwalenburg@ecy.wa.gov

Ms. PJ Kezel  
City of Ilwaco  
Page 2 of 2

I encourage you to contact her when you have any questions about your SMP update or your grant agreement. You can also feel free to contact me at (360-407-6224) with any questions about this letter or the SMP Grants Program.

Good luck on your SMP project. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Lynn', followed by a long horizontal line.

Brian Lynn  
Coastal/Shorelands Section Manager  
Shorelands and Environmental Assistance Program



**AGREEMENT NO. G1400373**

**SHORELINE MASTER PROGRAM GRANT AGREEMENT**

**BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND THE**

**CITY OF ILWACO**

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and CITY OF ILWACO hereinafter referred to as the "RECIPIENT" to carry out activities described herein.

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**GENERAL INFORMATION**

Project Title:	Comprehensive SMP Update for the City of Ilwaco
Total Cost:	\$125,000
Total Eligible Cost:	\$125,000
Eligible Ecology Share <i>this biennium</i> :	\$100,000
Recipient Share:	\$0
Funding Source:	State: Environmental Legacy Stewardship Account (ELSA)
The Effective Date of this Agreement is:	July 1, 2013
The Expiration Date of this Agreement is no later than:	June 30, 2015
Project Type:	Planning
Project Short Description:	Comprehensive Shoreline Master Program Update for City of Ilwaco



Agreement No. G1400378  
Project Title. Comprehensive Shoreline Master Program Update  
Recipient Name. City of Ilwaco

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**RECIPIENT INFORMATION**

<b>RECIPIENT Name:</b>	City of Ilwaco
<b>Federal Tax ID:</b>	91-6001443
<b>DUNS Number:</b>	003206976
<b>Mailing Address:</b>	PO Box 548, Ilwaco, WA 98624
<b>Physical Address:</b>	120 First Ave N, Ilwaco WA 98624
<b>RECIPIENT Email:</b>	<a href="mailto:clerk@ilwaco-wa.gov">clerk@ilwaco-wa.gov</a>
<b>RECIPIENT Fax:</b>	360-642-3155

**Recipient Contacts**

<b>Project Manager</b>	<b>Name:</b> <b>Department:</b> <b>Address:</b> <b>City, State, Zip:</b> <b>Phone:</b> <b>Email:</b>	PJ Kezele Planning PO Box 548 Ilwaco, WA 98624 360-642-3145 <a href="mailto:clerk@ilwaco-wa.gov">clerk@ilwaco-wa.gov</a>
<b>Billing Contact</b>	<b>Name:</b> <b>Department:</b> <b>Address:</b> <b>City, State, Zip:</b> <b>Phone:</b> <b>Email:</b>	Elaine McMillan Treasurer PO Box 548 Ilwaco, WA 98642 360-642-3145 <a href="mailto:treasurer@ilwaco-wa.gov">treasurer@ilwaco-wa.gov</a>
<b>Authorized Signatory</b>	<b>Name:</b> <b>Title:</b> <b>Phone:</b> <b>Email:</b>	Mike Cassinelli Mayor 360-642-3145 <a href="mailto:mayor@ilwaco-wa.gov">mayor@ilwaco-wa.gov</a>

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**ECOLOGY INFORMATION**

Mailing Address:	Department of Ecology, Headquarters Office Shorelands and Environmental Assistance (SEA) Program PO Box 47600 Olympia, WA 98504-7600
Physical Address:	Shorelands and Environmental Assistance Program 300 Desmond Drive SE Lacey, WA 98503

**Ecology Contacts**

<b>Project Manager / Technical Advisor</b>	Name:	Kim Van Zwahlenburg
	Program / Region:	SEA Program / Southwest Regional Office WA State Department of Ecology
	Address:	PO Box 47775
	City, State, Zip:	Olympia, WA 98504-7775
	Phone:	360-407-6520
	Email:	kim.vanzwalenburg@ecy.wa.gov
<b>Financial Manager</b>	Name:	Bev Huether
	Program / Region:	SEA Program / Headquarters Office WA State Department of Ecology
	Address:	PO Box 47600
	City, State, Zip:	Olympia, WA 98504-7600
	Phone:	360-407-7254
	Email:	bhue461@ecy.wa.gov

**ALL WRITINGS CONTAINED HEREIN**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement:

**Washington State  
Department of Ecology**

City of Ilwaco

Gordon White  
Program Manager  
Shorelands and Environmental

Mike Cassinelli  
Mayor

Approved as to form by  
The Assistant Attorney General

(Note: Insert additional signature blocks(s) and/or pages if more than one signature block is required)



## SCOPE OF WORK

RECIPIENT will complete an update of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act (SMA) and its implementing rules, RCW 90.58.130 and Chapter 173-26 WAC including the Shoreline Master Program Guidelines (Guidelines).

The SMP update process includes completion of inventory and analysis reports with corresponding maps and illustrations that characterize shoreline ecological conditions; development of shoreline policies, environment designations, and use regulations; as well as analysis of cumulative impacts and uses, and preparation of a shoreline restoration plan. RECIPIENT will incorporate public participation throughout the SMP process. The RECIPIENT may use consultant support as appropriate.

Some of the tasks included in this scope of work will overlap in time and may be completed simultaneously with other tasks. Some tasks are iterative (e.g., analyzing cumulative impacts, developing regulations) and may involve various steps conducted at different times in the process before they are completed.

Further planning details can be found at:

<http://www.ecy.wa.gov/programs/sea/shorelines/smp/toolbox.html> .

### Task 1: Project Coordination

Task Cost: \$11,000 (+\$4,500 Year 3\*)

**The RECIPIENT will:**

- A. Coordinate throughout the SMP update process with ECOLOGY and other applicable federal, state and local agencies. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.
- B. Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with all other appropriate entities which may have useful scientific, technical, or cultural information.
- C. Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (example: jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.
- D. Attend, or may attend, training to assist with the Shoreline Master Program and the public process. These include ECOLOGY-sponsored coordination meetings as well as other relevant training such as on the ordinary high water mark, floodplain or wetland training, etc.

**Task Goal Statement:** To ensure that RECIPIENT gathers useful scientific, technical, and cultural information, share information and methods of analysis, consider agency and tribal positions, and consult regularly with ECOLOGY.

**Task Expected Outcome:** Update in each quarterly progress report as to the significant issues, coordination activities and participants.

**Deliverables:**

Task 1	Description	Date Due
1.	Description of all project coordination activities updated in each progress report submitted to Ecology's Project Manager.	Quarterly (see General Terms and Conditions)

\*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

## Task 2: Secure Consultant and/or Interlocal Services

Task Cost: \$1,000

If applicable, the RECIPIENT will:

**Secure qualified consultant services:** In accordance with the RECIPIENT's procurement procedures, (if none, then State procurement procedures), the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

**Task Goal Statement:** To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

**Task Expected Outcomes:** Contract and sub-agreement with consultant(s)

**Deliverables:**

Task 2	Description	Date Due
1.	Final signed consulting contract.	12/2/13
2.	Update in Progress Report.	Quarterly

## Task 3: Public Participation

Task Cost: \$10,000 (+\$2,500 Year 3\*)

The RECIPIENT will:

- A. Develop Public Participation Plan:** Prepare a public participation plan that ensures active public involvement throughout the SMP update process. The plan shall identify specific objectives, outreach strategies, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, tribes, local residents, neighboring jurisdictions and other stakeholders), and a timeline for public participation activities consistent with the objectives of the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26. Public involvement strategies may include, but are not limited to, open houses, workshops, user surveys, web sites.

\*Subject to legislative appropriation for Fiscal Year 16 (Year 3)



**B. Conduct public participation activities:** Implement the public participation plan throughout the course of the SMP update process.

**Task Goal Statement:** To inform and involve all stakeholders in the SMP update process.

**Task Expected Outcomes:** Continuous public participation activities throughout the SMP update process.

**Deliverables:**

Task 3	Description	Date Due
1.	Public Participation Plan.	12/30/13
2.	Updates in Quarterly Progress Reports with public outreach activities.	Quarterly

#### **Task 4: Preliminary Assessment of the Shoreline Jurisdiction**

**Task Cost:** \$6,300

**The RECIPIENT will:**

**Identify Preliminary Shoreline Jurisdictions:** The RECIPIENT will identify the preliminary geographic scope for the comprehensive SMP update project consistent with RCW 90.58.030(2). Use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks to identify and eliminate shorelines from the local SMP that are under sole jurisdiction of federal and tribal governments and within the National Scenic Area as defined in the Columbia [River] Gorge National Scenic Area Act, P.L. 99-663. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
  - Rivers and streams with mean annual flow over 20 cubic feet per second.
  - Lakes and reservoirs exceeding 20 acres.

- Associated wetlands of these areas.
- Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

- **Floodplains:** All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
- **Buffers:** Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).
- **Future annexation areas:** For cities, SMPs may include Shoreline Environment predesignation within designated unincorporated Urban Growth Areas.

RECIPIENT will contact the ECOLOGY Project Manager for the most recent maps of stream segments meeting the 20 cfs threshold and other available information. If federal or tribal areas are proposed for exclusion, provide documentation that the area is under sole jurisdiction which precludes application of local and state authorities.

**Task Goal Statement:** To preliminarily identify all Shorelines of the State within the jurisdiction's geographic area so that supporting documents such as the inventory and characterization and restoration plan are adequate to support final decisions regarding shoreline jurisdiction.

**Task Expected Outcomes:** Preliminary identification of all shorelines of the State within the jurisdiction.

**Deliverables:**

Task 4	Deliverable Description	Date Due
1.	Preliminary (digital) jurisdiction map of Shorelines of the State subject to local SMP.	1/31/14
2 .	SMP submittal checklist for work completed under this task.	1/31/14

\_\_\_\_\_balance of page left blank intentionally\_\_\_\_\_

## Task 5: Shoreline Inventory, Analysis, and Characterization

Task Cost: \$21,000

The RECIPIENT will:

### A. Conduct Shoreline Inventory

Compile all pertinent and reasonably available data, plans, studies, inventories, maps, and other applicable information. To the extent that such information is relevant and reasonably obtainable, the RECIPIENT will collect the following information:

- Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the RECIPIENT's jurisdiction.
- General location of channel migration zones, floodplains and floodway.
- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological and historic resources in shoreline jurisdiction.

(Note: Please provide ECOLOGY with sufficient time, approximately 30 days, to review and comment on the draft inventory data sources list and working maps).

### B. Conduct Shoreline Analysis

Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in the RECIPIENT's jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 5.B.5 below).



Conduct an analysis of the inventory information and data collected in Task 5.A. above as it relates to development of an effective SMP. Develop a characterization of the ecosystem processes and shoreline functions. Identify opportunities for shoreline protection and restoration. Identify current and potential public access sites. Conduct a shoreline use analysis. Identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.). These tasks will be conducted only as they are relevant to shorelines in the RECIPIENT's jurisdiction.

### **1. Characterize ecosystem-wide processes**

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- Present the geographic context for shoreline jurisdiction areas – with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.).
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

### **2. Characterize shoreline functions**

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Functions that are associated with each shoreline reach will be described. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within the RECIPIENT'S shoreline jurisdiction.

Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

**3. Conduct Shoreline Use Analysis**

- Identify current patterns of land uses in shoreline areas.
- Identify likely shoreline uses and estimate future demand for shoreline space.
- Identify opportunities for SMA preferred uses and potential use conflicts.

**4. Analyze opportunities for public access**

- Identify current public access sites and opportunities for future access sites.

**5. Prepare shoreline inventory and characterization report**

Prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies, and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
  - Protecting intact and restoring degraded ecological processes and functions.
  - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
  - Providing public access.
  - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies).
- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended).



The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county location in the state and delineating county and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps also will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration, and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

**Task Goal Statement:** To identify the ecological functions of the shorelines in the RECIPIENT's jurisdiction so that appropriate shoreline management challenges can be identified, and recommendations for protection and restoration of shoreline functions can be presented.

**Task Expected Outcomes:** A comprehensive shoreline inventory and characterization report.

**Deliverables:**

Task 5	Deliverable Description	Date Due
1.	<b>Digital &amp; 1 hard copy:</b> Draft list of inventory data sources for review and comment (Task 5.A).	4/30/14
2.	<b>Digital and one hard copy:</b> working maps of inventory information displayed at appropriate scales.	4/30/14
3.	<b>Digital &amp; 1 hard copy:</b> Shoreline inventory and characterization report with map portfolio that addresses task requirements of Subtasks A, B, C (Task 5.E).	<b>Draft:</b> 9/30/14 <b>Final:</b> 2/21/15
4.	Update SMP Checklist completed as relevant to Task 5.	9/30/14



## Task 6: Draft Shoreline Master Program

Task Cost: \$42,300

### The RECIPIENT will:

#### A. Conduct community visioning process

Conduct a community visioning process with as many participants representing as many interests as possible to help determine goals for future use of local shoreline jurisdiction. Conduct this visioning process with respect to the SMP Shoreline Inventory and Characterization findings, SMA policies, and the SMP Guidelines. The visioning process should help identify shoreline issues and opportunities. The product will be a community visioning report that summarizes visioning activities, comments, recommendations, and goals. The report should be used to help determine shoreline environment designations, appropriate uses and activities, development standards, shoreline resource protection, and opportunities for public access and restoration.

#### B. Develop general SMP goals, policies and regulations

Prepare general shoreline goals and policies **that are applicable** throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

#### C. Develop environment designations

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

##### 1. Develop environment-specific shoreline use and modification policies, and regulations and standards

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc.).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guideline requirements.
- Shoreline use and dimensional standards listed in matrices, by environment designation.

## **2. Develop SMP administrative provisions**

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of ECOLOGY in permit decisions should be included. A definitions section will be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

## **3. Demonstrate how Task 6 complies with the Guidelines**

Fill in SMP Submittal Checklist for the tasks that you have completed under Task 6.

**Task Goal Statement:** To determine the community's vision for the shoreline area within the framework of the SMA and SMP Guidelines and local conditions and carry out that vision through development of a draft comprehensive SMP update.

**Task Expected Outcomes:** A draft comprehensive SMP update and analysis of its potential cumulative impacts.

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**Deliverables:**

Task 6	Description	Date Due
A complete draft Shoreline Master Program including:		
1.	A community visioning report that summarizes visioning activities, comments, recommendations and goals.	12/30/14
2.	Draft general goals and policies and optional general regulations.	Draft: 12/30/14 2 <sup>nd</sup> Draft:4/30/15
3.	<b>Digital &amp; one hard copy:</b> Draft environment designations and draft environment maps within shoreline jurisdiction.	Draft: 12/30/14 2 <sup>nd</sup> Draft:4/30/15
4.	1) Draft environment-specific shoreline use and modification policies, regulations, and standards.	Draft: 12/30/14 2 <sup>nd</sup> Draft:4/30/15
5.	2) Draft Administrative Provisions.	Draft: 12/30/14 2 <sup>nd</sup> Draft:4/30/15
6.	An updated checklist completed as relevant to Task 6 (adding incrementally to earlier completed tasks).	Draft: 12/30/14 2 <sup>nd</sup> Draft:4/30/15

### Task 7: Prepare Preliminary Cumulative Impacts Analysis

**Task Cost: \$4,800**

**The RECIPIENT will:**

Evaluate and analyze draft SMP policies, regulations, and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards, and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is



encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

(Note: The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP).

**Deliverables:**

Task 7	Description	Date Due
1.	<b>Digital &amp; one hard copy:</b> A draft cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved.	<b>Draft:</b> 12/30/14 <b>2<sup>nd</sup> Draft:</b> 4/31/15

## Task 8: Restoration Plan

**Task Cost:** \$3,600 (+\$3,000 Year 3\*)

**The RECIPIENT will:**

**Prepare Restoration Plan**

Based on the Inventory and Characterization report, develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans should include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

Consult with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan should identify overlaps in how and where restoration work is being conducted. An implementation strategy should include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

(Note: Please provide ECOLOGY with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan).

\*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

Agreement No. G1400378  
Project Title. Comprehensive Shoreline Master Program Update  
Recipient Name. City of Ilwaco

**Task Goal Statement:** To identify potential opportunities for shoreline restoration, including projects, timelines and funding.

**Task Expected Outcomes:** A shoreline restoration plan.

**Deliverables:**

Task 8	Description	Date Due
1.	<b>Digital &amp; one hard copy:</b> A complete restoration plan and implementing strategy.	Draft: 6/30/15

*Remaining tasks and budget to complete the Comprehensive Shoreline Master Program Update in Year 3 are subject to legislative appropriation for Fiscal Year 16 (Year 3) and will be addressed by formal amendment to this agreement.*

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## Budget

The following budget constitutes anticipated costs for Years 1 and 2 of this project. Budget Year 3 funds (July 1, 2015 – June 30, 2016) are subject to legislative appropriation and will be addressed by formal amendment to this agreement.

Task Description	Years 1 & 2 Task Cost
1. Coordination	\$11,000
2. Secure Consultant and /or Interlocal Services	\$ 1,000
3. Public Participation	\$10,000
4. Preliminary Assessment of Shoreline Jurisdiction	\$ 6,300
5. Shoreline Inventory, Analysis, and Characterization	\$21,000
6. Draft Shoreline Master Program	\$42,300
7. Cumulative Impacts Analysis	\$ 4,800
8. Restoration Plan	\$ 3,600
Years 1 & 2 Project Costs	\$100,000

## Budget Terms and Conditions

### 1. Project Administration:

For the administration of this agreement the RECIPIENT must follow the current edition of the Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book). <http://www.ecy.wa.gov/biblio/9118.html>. Please note that this document is being updated. In the event of inconsistency between these documents, unless otherwise provided herein, the inconsistency will be resolved by giving precedence in the following order:

- a) Applicable Federal and State statutes and regulations;
- b) Scope of Work;
- c) Special Terms and Conditions
- d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and
- e) the General Terms and Conditions.



## 2. Invoicing:

- Grants are awarded on a reimbursable basis. The RECIPIENT initially pays project costs as they incur. Invoicing to ECOLOGY is usually by quarter but not more often than once per month. Upon presentation of an invoice to ECOLOGY, ECOLOGY's share of the project is reimbursed to the RECIPIENT.
- The RECIPIENT must **submit complete backup documents with each invoice** including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by ECOLOGY.
- Expenditures will be monitored by ECOLOGY for compliance with the task budget (see above). When submitting invoices to ECOLOGY, **the RECIPIENT shall highlight (or otherwise indicate) all costs on backup documentation to avoid data searches for cost verification by ECOLOGY. These costs will be listed on ECOLOGY's Voucher Support Form (C2 form) with subtotals provided by task.** All payment requests must have forms A, B, C (and D if applicable for consultant services), be accompanied by a commensurate progress report, and receive ECOLOGY Project Manager approval before payment can be released.
- Budget deviations are allowed between tasks (e.g., a RECIPIENT may spend less money on one task and more on another), but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10 percent of the entire project cost, the ECOLOGY Project Manager may require a written budget redistribution.
- **NOTE:** For payment requests, the RECIPIENT must use the ECOLOGY forms provided. Otherwise, ECOLOGY will return requests to the RECIPIENT for submittal on the correct forms.
- Requests for reimbursement must be **submitted at least quarterly** but not more than once per month by the RECIPIENT on state invoice voucher forms.
- If indirect is an allowable cost as documented in the RECIPIENT'S *SMP Budget Worksheet*, the indirect rate must not exceed 25 percent of direct (staff) labor and benefit costs. If allowed, the use of indirect must be reported on a separate line item on the C2 invoicing form. The indirect rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list must be reported with the first payment request and must remain consistent for the life of the grant.
- **Right to Audit:** The RECIPIENT agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The RECIPIENT shall

refund by check payable to ECOLOGY the amount of such reduction of payments under completed or terminated grants.

- All travel costs shall not exceed State travel rates:  
<http://www.ofm.wa.gov/resources/travel.asp>
- If light refreshments are deemed appropriate, a *Light Refreshments Approval Form – Grants* will be requested and approved by ECOLOGY's Program Manager prior to the event, an agenda of the event, and a roster of attendees will be submitted as part of the payment request.
- Payment of invoices is contingent on receipt of viable deliverables as determined by ECOLOGY's Program Manager.

## ATTACHMENT 1: Special Terms and Conditions

**1. Administrative Guidelines:**

The RECIPIENT shall comply with ECOLOGY's the current edition of the Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book). The RECIPIENT shall be responsible for maintaining appropriate financial records throughout the life of the project and in accordance with these guidelines.

**2. Responsibilities of the Project Coordinator:**

The RECIPIENT's Project Manager shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.

**3. Progress Reports:**

The RECIPIENT shall prepare and submit quarterly progress reports to ECOLOGY throughout the life of the grant. Reports shall be submitted no later than 20 calendar days after the end of the reporting period as follows:

Progress Report	Reporting Period	Date Due
First Quarter	July 1 – September 30	October 30
Second Quarter	October 1 – December 31	January 30
Third Quarter	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30

**For Report Contents and Ecology's form:** Please visit our website at:  
<http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html>

**4. Contracting for Goods And Services:**

The RECIPIENT may contract to buy goods or services related to its performance under this Agreement. The RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. The RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

The RECIPIENT must have a standard procurement process or follow current state procurement procedures. The RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.



**5. Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:**

In order to comply with the FFATA, ECOLOGY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at [www.fsrs.gov](http://www.fsrs.gov). This information will be made available to the public at [www.usaspending.gov](http://www.usaspending.gov). RECIPIENTS who do not have a DUNS number can find guidance at [www.grants.gov](http://www.grants.gov). Please note that ECOLOGY will not pay any invoices until it has received the completed FFATA Data Collection Form.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using ECOLOGY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds .

See [www.fsrs.gov](http://www.fsrs.gov) for details of this requirement. If your organization falls into this category, you must report the required information to ECOLOGY.

**6. Government Debarment and Suspension:** This agreement is subject to Federal Executive Orders 12549, 12689 and 15 CFR Part 26, Debarment and Suspension and Requirements for a Drug-free Workplace:.

**CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

- a. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

- d. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- e. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- h. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the ECOLOGY before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in [www.sam.gov](http://www.sam.gov) and print a copy of completed searches to document proof of compliance.

**7. Identification of Project Materials:**

All reports, maps, and other documents developed as part of this grant agreement shall carry the name of the RECIPIENT, ECOLOGY's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding.

**8. Format for Publications and Brochures:**

Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in ECOLOGY's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.

**7. Amendments and Modifications:**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized



representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

**8. Environmental Standards:**

- a) RECIPIENTS who collect environmental monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

**9. Minority and Women's Business Enterprises (MWBE)**

The RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- b) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- c) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.



**10. Presentation and Promotional Materials**

The RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

The RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

The RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

**11. Consistency:**

It is the responsibility of the RECIPIENT to ensure that all sub-RECIPIENTS and contractors comply with the terms and conditions of the agreement and that the State of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

**12. Biennium Close:**

All deliverables due in June of the odd calendar year at the end of the State biennium shall have an end date of June 30. These deliverables and invoices will be due on or before **July 18, 2015** or as otherwise specified by ECOLOGY's Fiscal Office.

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## **ATTACHMENT II: General Terms And Conditions**

### **Pertaining To Grant And Loan Agreements Of The Department Of Ecology**

#### **A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

#### **B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

#### **C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

#### **D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

#### **E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

#### **F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

#### **G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.



#### **H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

#### **I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

#### **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.



Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. **Period of Compensation.** Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. **Final Request(s) for Payment.** The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. **Performance Guarantee.** The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. **Unauthorized Expenditures.** All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. **Mileage and Per Diem.** If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. **Overhead Costs.** No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### **K. TERMINATION**

1. **For Cause.** The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the

RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

#### **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written



approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

#### **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

#### **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

#### **P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

#### **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.



#### **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

#### **S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

#### **T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

#### **U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

#### **V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### **W. SUSPENSION**

The obligation of the DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. The DEPARTMENT may also elect to suspend performance of the agreement until such time as the DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. The DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: 10/7, 10/14 & 10/28/13 Public Hearing:  
Council Discussion Item: 11/12/13 Council Business Item:
- B. Issue/Topic: Resolution Amending the Fee Schedule for the 2014 Utility Rates and Connection Charges
- C. Sponsor(s):  
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):  
The council worked on the utility rates for an extended period of time. Projections were developed for short and potentially long-term needs of the utilities. Those projections included incremental increases.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
1. During the budget workshops, the council reviewed the potential impact of the rate changes on a customer's bill, as well as the impact on the city's budget.
- F. Impacts:  
1. Fiscal: The 25 cent increase to the water consumption charges will provide approximately \$25,000 of additional revenue to the water fund. The \$2.50 increase to the base charge for sewer will provide approximately \$34,000 of additional revenue for the fund.  
2. Legal:  
3. Personnel:  
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:  
1.
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to adopt the proposed resolution amending the fee schedule for the 2014 sewer, water and stormwater rates and connection charges.**

**CITY OF ILWACO  
RESOLUTION NO. 2013-XX**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, AMENDING THE FEE SCHEDULE FOR THE 2014 SEWER, WATER AND STORMWATER RATES AND CONNECTION CHARGES**

**WHEREAS**, it is the desire of the City Council to adjust sewer, water and stormwater rates and connection charges annually, as needed, to align with service costs.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1. Sewer Rates.** The minimum monthly base rate for sanitary sewage disposal shall be on a water meter size basis calculated based on the gallons per minute (GPM) flow capacity of the meter, as follows, and all rates and charges outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

<b>Meter Size</b>	<b>GPM Flow*</b>	<b>Meter Weight</b>	<b>2013 Rate</b>	<b>2014 Rate</b>
5/8" or 3/4"	30	1.00	\$35.00	\$37.50
1"	50	1.67	\$58.45	\$62.63
1 1/2"	100	3.33	\$116.55	\$124.88
2"	160	5.33	\$186.55	\$199.88
3"	300	10.00	\$350.00	\$375.00
4"	500	16.67	\$583.10	\$625.13
6"	1000	33.33	\$1,166.55	\$1,249.88
8"	1600	53.33	\$1,866.55	\$1,999.88

\* Washington State Department of Health Financial Viability Manual

In addition to the monthly rate based on meter size, the following rates shall also apply:

<b>Commodity Charge</b>	<b>Rate</b>
▪ For each one hundred (100) cubic feet of metered water. For residential accounts, water consumption for the preceding period on or about March 25 through May 25 and September 25 through November 25 will be averaged <u>semi-annually</u> to determine the amount of sanitary sewer usage that will be charged for each month <del>in the ensuing year</del> . For commercial accounts, monthly metered water shall determine the commodity charge assessed for sanitary sewer for that month.	\$8.65
▪ For each one hundred (100) cubic feet of metered sewerage flow (ONLY for large business with sewer flow meter)	\$10.81
▪ For each one hundred (100) cubic feet of metered grey water	\$2.42



Municipal Code 13.04.110), and all connections outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

**Section 6. Severability.** If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

**Section 7.** This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XXX DAY OF DECEMBER, 2013.**

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE:

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: Public Hearing: 11/25/13  
Council Discussion Item: 11/12/13 Council Business Item:
- B. Issue/Topic: **Ordinance adopting the budget for the City of Ilwaco for 2014**
- C. Sponsor(s):  
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):  
1. The city council is required to pass a budget ordinance to legally adopt the budget for the next year.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
1. The managers, mayor, city council and treasurer have put substantial time into the compilation of the budget. Since the city has limited resources, it is imperative that careful thought be put into the planned expenditures.
- F. Impacts:  
1. Fiscal: The proposed budget will be used as a guide for the ensuing calendar year.  
2. Legal:  
3. Personnel:  
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended X N/A ☐ Public Hearing on
- H. Staff Comments:  
1.
- I. Time Constraints/Due Dates: The budget must be passed prior to the end of 2013.
- J. Proposed Motion: **I move to adopt the proposed ordinance establishing the 2014 budget for the City of Ilwaco.**

**CITY OF ILWACO  
ORDINANCE NO. XXX**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF ILWACO,  
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014**

**WHEREAS**, the mayor of the City of Ilwaco, Washington, completed and placed on file with the city treasurer a proposed budget and estimate of the amount of monies required to meet the public expense, bond retirement and interest, reserve funds and expenses of government of said city for the fiscal year ending December 31, 2014, and a notice was published that the council of said city would meet on the 25th day of November 2013 at the hour of 6:00 p.m., at the council chambers of said city, for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said city an opportunity to be heard upon said budget; and

**WHEREAS**, the City Council did meet at said time and place and did then consider the matter of said proposed budget; and

**WHEREAS**, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Ilwaco for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of the city during said period.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,  
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** The budget of the City of Ilwaco, Washington, for the year 2014 is hereby adopted at the fund level in its final form and content as set forth herein, three copies of which are on file in the Office of the Clerk.

**Section 2.** Estimated resources, including fund balances or working capital for each separate fund of the City of Ilwaco, and aggregate totals for all such funds combined, for the year 2014 as set forth following including any exceptions and deferrals noted:

<u>City of Ilwaco Funds</u>	<u>Appropriation</u>
General Fund	1,084,868
Street Fund	765,530
Tourism Fund	87,047
Excise Reserve Fund	27,630
Water Fund	2,598,043
Water/Sewer Bond Redemption Fund	477,046
Water/Sewer Bond Reserve	347,732
Stormwater Fund	83,406
Sewer Fund	1,832,071
Total Appropriations	7,303,372



**Section 3.** The city treasurer is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office and to the Association of Washington Cities.

**Section 4.** The city treasurer is directed to transmit a budget status report to the City Council prior to the City Council meeting on the fourth Monday of each month starting in January 2014, and continuing indefinitely. Such report is to be in a format acceptable to the City Council.

**Section 5.** Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED  
IN AUTHENTICATION OF ITS PASSAGE THIS XX<sup>TH</sup> DAY OF DECEMBER,  
2013.**

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
Elaine McMillan, Treasurer

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: December xx, 2013

EFFECTIVE: December xx, 2013

**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item: 11/12/13      Council Business Item: 11/25/13
- B. Issue/Topic:            **2012 Second Budget Amendment Ordinance**
- C. Sponsor(s):  
    1. Mike Cassinelli    2.
- D. Background (overview of why issue is before council):  
    1. Total revenues plus prior year carryover or total expenditures plus end of year carryover must be stated in the budget ordinance. If the amount is exceeded, the city could be issued a finding by the state auditor's office. Because of this requirement, appropriations must be at or more than what is anticipated to occur.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
    1. A budget amendment has been created to illustrate the necessary changes to the budget for unforeseen revenues and expenditures that have been incurred or projected since the last budget amendment in May 2013.  
    2. See attached email for further detail.
- F. Impacts:  
    1. Fiscal: See attached email  
    2. Legal:  
    3. Personnel:  
    4. Service/Delivery:
- G. Time Constraints/Due Dates: Must be in place before year end
- H. Proposed Motion: **I move that the council adopt the 2013 second budget amendment ordinance as presented.**

**CITY OF ILWACO  
ORDINANCE NO. XXX**

**AN ORDINANCE AMENDING THE 2013 BUDGET OF THE CITY OF  
ILWACO, WASHINGTON AS ADOPTED BY ORDINANCE #811 and  
AMENDED BY ORDINANCE #818**

**WHEREAS**, the City of Ilwaco adopted the 2013 budget in final form by Ordinance #811 on December 10, 2012 and amended by Ordinance #818 on May 28, 2013; and

**WHEREAS**, subsequent thereto it has become necessary for the city to amend said ordinance because of revenues and council approved unbudgeted expenditures of same; and

**WHEREAS**, the city is desirous of amending its budget pursuant to RCW 35A.33.090.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,  
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** The following accounts contained in the 2013 Budget are hereby amended as follows:

**General Fund - #001**

Adjust for additional grant revenue and expenditure fluctuations.

**Streets Fund - #101**

Adjust for additional fuel tax and grant receipts, and grant related expenditures.

**Tourism - #104**

Adjust for additional lodging tax receipts.

**Excise Reserve #301**

Adjust for additional tax receipts.

**Water Fund - #401**

Change only to line item expenditures.

**Water/Sewer Bond Redemption Fund - #403**

No change.

**Water/Sewer Bond Reserve Fund - #404**

No change.

**Stormwater Fund - #408**

Adjust for additional receipts.

**Sewer Fund - #409**

Change only to line item expenditures.

**Section 2.** The budget for the year 2013 is amended to provide for the changes as outlined above and as set forth in Exhibit A attached hereto.

**Section 3.** The city clerk is hereby directed to transmit this supplemental budget to the State Auditor's Office and to the Association of Washington Cities.



**Section 4.** Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED  
IN AUTHENTICATION OF ITS PASSAGE THIS XX<sup>TH</sup> DAY OF XXX, 2013.**

\_\_\_\_\_  
Mike Cassinelli, Mayor

ATTEST:

\_\_\_\_\_  
Elaine McMillan, City Treasurer

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: November xx, 2013

EFFECTIVE: November xx, 2013

**BUDGET AMENDMENT FOR 2013  
CITY OF ILWACO  
EXHIBIT "A" of Ordinance #XXX**

<u>City of Ilwaco Funds</u>	<u>Original Appropriation</u>	<u>Amendment #1</u>	<u>Amendment #2</u>	<u>Variance</u>
General Fund	918,463	909,853	937,453	27,600
Street Fund	244,091	430,131	519,393	89,262
Tourism Fund	85,724	80,743	86,743	6,000
Excise Reserve Fund	21,283	21,630	23,630	2,000
Water Fund	3,421,782	3,426,316	3,426,316	(0)
Water/Sewer Bond Redemption Fund	333,483	333,483	333,483	0
Water/Sewer Bond Reserve	327,179	327,179	327,179	-
Stormwater Fund	83,798	75,898	80,898	5,000
Sewer Fund	1,987,201	2,369,558	2,369,558	(0)
Total Appropriations	7,423,003	7,974,791	8,104,653	129,862

## City Clerk

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**From:** Elaine McMillan [treasurer@ilwaco-wa.gov]  
**Sent:** Monday, November 04, 2013 11:19 AM  
**To:** City Clerk  
**Subject:** FW: 2013 Budget amendment  
**Attachments:** ORDINANCE #XXX Budget amendment.doc

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**From:** Elaine McMillan [mailto:treasurer@ilwaco-wa.gov]  
**Sent:** Friday, November 01, 2013 11:47 AM  
**To:** 'David Jensen'; 'Fred Marshall'; 'Gary Forner'; 'Jon Chambreau'; 'Vinessa Mulinix'  
**Cc:** 'mayor@ilwaco-wa.gov'  
**Subject:** 2013 Budget amendment

Council –

You may recall that at the end of the year the council passes a budget amendment to true-up the budget. The appropriations in the ordinance that the council passes includes the beginning fund balance plus annual revenues which equals the annual expenditures plus the ending fund balance. If the city receives higher revenues than originally budgeted, it appears to the auditors that the appropriation has been exceeded. For example if the budget is beginning balance (5) plus revenues (10) = expenditures (11) plus ending balance (4) = appropriation (15). If the actual is beginning balance (5) plus revenues of (13) = expenditures of (11) plus ending balance (7), then the appropriation is exceeded (3).

There are items of the budget that need to be amended. In lieu of a workshop, I am listing the detailed adjustments in this email. If you think a workshop is necessary, I would be happy to hold one. Attached is the drafted ordinance.  
**If you have questions, please respond to me only.**

General Fund: Increase revenue and expenses by \$25,000 for Shoreline Mast Plan grant. Increase expenditures by \$6546 for payments on boom mower. Decrease expenditures for city hall upgrades moved to 2014 budget , \$10,000. Adjust ending balance by increase of approx. \$3,454

Streets Fund: Increase revenue for \$25,000 related to STP funds that were distributed by county as a result of their projects, increase revenue by \$65,000 for additional TIB grant funds, increase expenditures on TIB projects by \$60,000. Increase ending balance by \$30,000.

Excise Reserve Fund: Increase tax receipts by \$2,000 and ending balance by the same.

Tourism Fund: Increase tax receipts by \$6,000 and ending balance by the same.

Bond Redemption Fund: no change

Bond Reserve Fund: no change

Stormwater Fund: Increase revenue by \$5,000 and ending balance by the same.

Water Fund: Increase each salary and benefits by \$7,000 due primarily to overtime over the course of the year. Increase to chemicals by \$3,000. And decrease paint steel reservoir by \$100,000 as it is now part of 2014 budget. Increase ending balance by \$83,000.

Sewer Fund: Increase salary by \$3,000 and benefits by \$5,000 primarily has a result of overtime. Decrease ending balance by \$8,000.

Regards,

*Elaine McMillan*  
Treasurer  
City of Ilwaco  
P.O. Box 548  
Ilwaco, WA 98624



**CITY OF ILWACO**  
**CITY COUNCIL AGENDA ITEM BRIEFING**

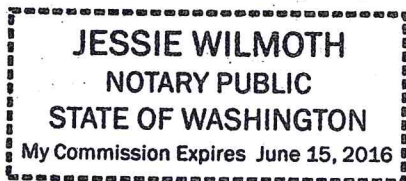
- A. Meeting Dates:      Council Workshop:                      Public Hearing:  
                                 Council Discussion Item: 11/12/13      Council Business Item:
- B. Issue/Topic:            **Watershed Road Culvert Sliplining**
- C. Sponsor(s):  
    1. Mike Cassinelli    2.
- D. Background (overview of why issue is before council):  
    1. In July of 2012, the City of Ilwaco was awarded a grant from the Department of Health of \$30,000 to remove failing logging road culverts in the Indian Creek watershed. The project which is listed in the City's water plan was further reviewed and it was determined that slip lining the culverts would be a better solution than actually removing them. The city engineer solicited bids from nine contractors from the small works roster in April and the project was awarded for almost half of what the engineers had estimated to Lindstrom and Son Construction, Inc..  
    2. The construction bid (\$9,589.38) and engineers estimated costs (\$6,000) total \$15,589.38 was within the amount of the \$30,000 grant.  
    3. The project has been completed and the engineer finds the work acceptable.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)  
    1.
- F. Impacts:  
    1. Fiscal: Approximately half of the grant funds will be unspent once the project is closed out. The City Treasurer has been working to retain the use of the funds for further work on the Indian Creek watershed.  
    2. Legal: The attorney has not been requested to review.  
    3. Personnel: n/a  
    4. Service/Delivery: n/a
- G. Planning Commission:      ☐ Recommended      ☒ N/A      ☐ Public Hearing on
- H. Staff Comments:  
    1. None
- I. Time Constraints/Due Dates:
- J. Proposed Motion: I move to accept the Watershed Road Culvert Sliplining project as complete and authorize the mayor to execute the Final Contract Voucher Certificate and proceed with project close out.**

# Final Contract Voucher Certificate

Contractor Lindstrom and Son Construction, Inc.			
Street Address 14 Lindstrom Lane, P.O. Box 288			
City Chinook	State WA	Zip 98614	Date September 9, 2013
Project Number (Owner) Watershed Road Culvert Sliplining			
Job Description (Title) Culvert sliplining			
Date Work Physically Completed August 16, 2013		Final Amount \$9,589.38	

## Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Ilwaco (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Ilwaco (Owner); I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Ilwaco (Owner) for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Ilwaco (Owner) from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X [Signature]  
Contractor Authorized Signature Required

GREGG LINDSTROM  
Type Signature Name

Subscribed and sworn to before me this 30<sup>th</sup> day of September 20 13

X [Signature] Notary Public in and for the State of Washington

Residing at Pacific County

## City of Ilwaco (Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date \_\_\_\_\_

X [Signature]  
Project Engineer

X \_\_\_\_\_  
(Owner)

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Ilwaco (Owner) for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.



October 31, 2013

Mayor Mike Cassinelli  
City of Ilwaco  
P.O. Box 548  
Ilwaco, Washington 98624

SUBJECT: FINAL PROGRESS ESTIMATE NO. 1, WATERSHED ROAD  
CULVERT SLIPLINING  
CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON  
G&O #12536.00

Dear Mayor Cassinelli:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the 50 percent retainage.

**1. FINAL PROGRESS ESTIMATE**

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate No. 1, which is the final progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The contractor opted to have the City retain 50 percent of the contract cost in lieu of obtaining a payment bond. The amount now due the contractor is \$4,794.69.

Please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.

**2. PROJECT COMPLETION ACCEPTANCE**

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all contractors on the project. We therefore recommend the City accept the project as complete **after** the contractor has submitted all required Affidavits of Wage Paid forms to the City. After the contractor has submitted all required Affidavits of Wages Paid, insert the affidavit identification numbers for each subcontractor on the Notice of Completion form. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of





Mayor Mike Cassinelli  
October 31, 2013  
Page 2

Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.

### **3. RELEASE OF 50 PERCENT PAYMENT**

The remaining 50 percent of the project payment should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City Council meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact the undersigned if you have any questions or concerns regarding these matters.

Very truly yours,

GRAY & OSBORNE, INC.



Nancy E. Lockett, P.E.

NEL/hhj  
Encl.

cc: Mr. Gregg Lindstrom, Lindstrom and Son Construction, Inc.

CITY OF ILWACO  
PARKS & RECREATION ADVISORY COMMISSION WORKSHOP  
Tuesday, October 29, 2013

Community Room, Ilwaco, WA

**A. Call to Order**

Nick Started session at 5:00 p.m.

**B. Roll Call**

Present: Commission members Haldeman, Schemelpfening, Wilkie, and Ducharme, CLT's Nadia Gardner. Community; Anne Saari

**C. Reports**

None

**D. Comments of Citizens and Guests present**

1. Interest inspired by Facebook discussions

**E. Business**

None

**F. Discussion**

Nadia lead a review and evaluation of survey results, open house feedback and community member interview comments.

**G. Adjournment**

The workshop was adjourned at 6:45 p.m.

**Submitted:jd 05Nov,2013**